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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Hilary Cause Lists.

THE APPEAL list stands at practically the same figure as at the commencement of the last sittings. There were then 212 appeals, and now there are 205. A year ago there were 152. The Chancery Cause Lists contains 332 causes and matters, as against 408 at the commencement of the last sittings, and 276 a year ago, and there are 37 company cases. The aggregate of the causes in the King's Bench lists is 841, shewing some diminution in the 985 causes at the commencement of the last sittings. There were only 728 a year ago. There are 400 causes in the Probate, &c., Division, as against 473 at the commencement of the last sittings.

The Companies (Consolidation) Act, 1908.

WE STATED last week that the Companies (Consolidation) Act, 1908, which received the Royal Assent on the 21st of December, came into force on the 1st of January; but, as we were careful to point out, the Act had not then—and has not now—been issued, and until this is done it is not possible to guarantee strict accuracy. In fact, the 1st of January, 1909, was kept as the day of commencement in successive prints of the Bill until the last moment, but just before the Bill was passed by the House of Commons, it seems that the date of commencement was altered to the 1st of April, 1909, on the motion of the President of the Board of Trade, and that this amendment was agreed to by the House of Lords. It will probably be found that there has been a similar alteration in the Poisons and Pharmacy Bill, and when the Act is printed it may contain the 1st of April, 1909, as the date of commencement instead of the 1st of January. It is, of course, intelligible that when the Royal Assent is given to a batch of statutes on the 21st of December—some of them, such as the Companies Act, the Port of London Act, and the Post Office Act, being of great length—it should be impossible to print and issue them at once, and the Government acted wisely in postponing the date of commencement in the above instances. But it would be a convenience if there were some official indication of any changes affecting the operation of the statutes made at the last moment. At present the necessary information can only be obtained by a tedious and troublesome investigation of the printed daily proceedings of the Houses of Parliament, or by inquiry of officials, if the appropriate official can be found.

Deposit of Private Bills.

THE STANDING Orders of the House of Commons require, as is well known, that every petition for a private Bill, headed by a short title descriptive of the undertaking of the Bill corresponding with that at the head of the advertisement, with a declaration signed by the agent, and a printed copy of the Bill annexed, shall be deposited in the Private Bill office on or before the 17th of December. A similar provision is contained in the Standing Orders of the House of Lords. Private Bills are drawn in conformity with what is known as the "Model Bill," by which the best forms are prescribed. This "Model Bill" is annually issued by the office of the Lords' Chairman of Committees, and is a collection of "model clauses" for railway, tramway, and gas and water Bills, and of numerous miscellaneous clauses in common use. The Bill is annually re-edited at the close of every session by the counsel to the Lords' Chairman, and is now of indispensable service in the promotion of private Bills. All private Bills, after they have been deposited, undergo the supervision of the Chairman of Committees of the Lords, assisted by his counsel, and also the supervision of the Chairman of Ways and Means, with the assistance of the counsel to the Speaker. To facilitate this examination of the Bills, copies are supplied to the Lords' Chairman and his counsel, and also to the Chairman of Ways and Means, and the counsel of the Speaker. This supervision is in the interests of the public, and anything which is considered hurtful to the community is rejected or qualified by restrictive enactments after conference with those concerned in the promotion of the Bill. When it is remembered that Bills are also examined and contested before committees of the House, it will be seen that the labours of the Parliamentary agent are anxious and responsible. We understand that the number of Bills which had been deposited at the close of last month was about the same as that of the Bills deposited last year, shewing a reduction of nearly one-half as compared with the number in previous years.

Joint Stock Companies and Exemptions from Jury Service.

WE FIND it hard to believe that any question should arise as to whether a corporation or joint stock company should be included in a jury list, but it appears to have been recently thought necessary to ask the justices at the Guildhall Special Sessions for a decision upon the point. The sessions had to consider whether members of Glyn, Mills, Currie & Co., bankers, of Lombard-street, should be included in the new jury list which had just been prepared by the Secondary in accordance with the Jury Acts. The firm had been incorporated under the Companies Acts with unlimited liability, the unlimited liability being the only difference between it and the ordinary joint stock undertaking, the partners being registered holders of stock. It was contended that the partners were liable to serve as jurymen on the ground that they had a separate occupation of the premises in Lombard-street. Evidence was called to shew that the ownership of the premises was vested in the company exclusively, and that the partners had no separate occupation which they carried on upon the premises of the bank. The justices accordingly found that the partners were exempt in respect of the premises in Lombard-street, and, in answer to a question from counsel, said that the company were also exempt. It is familiar law that general words in a statute relating to "persons" may include corporations when such a construction is warranted by the subject-matter and the context, but it could not be contended that a corporation could take its seat in the jury box, be sworn in the customary manner, consider the evidence, and join in the verdict. We may, in conclusion, observe that the large increase in the City of London in the number of firms incorporated under the Companies Acts must necessarily increase the burthen of those who, carrying on business as individuals, remain liable to service as jurors.

Loss of Property by Fire or Earthquake.

THE DESTRUCTION of property and original documents is an important item in the melancholy list of disasters which accompany a terrible earthquake like that in Sicily. A striking example is the total ruin and disappearance of the premises of a bank. The books shewing the accounts between the bank and its

customers might be searched for in vain, and to this loss would probably be added that of boxes of gold coin, bills of exchange, and securities to bearer. Pass books are often allowed to remain in the custody of the bank, and in such circumstances the customer would have to rely upon his recollection to prove what was due from him to the bank. The foreign law is more stringent than that of England as to the keeping of mercantile books, but we can hardly expect to hear of an enactment by which duplicates of such books are ordered to be kept in some central place of deposit. The inconvenience resulting from the loss of documents may be illustrated by the consideration of what occurs when the offices of a solicitor in extensive practice are destroyed by fire. Such a misfortune is not without precedent in our metropolis, as witness the fire which destroyed solicitors' offices in New-square, Lincoln's-inn, and it is certain to cause extraordinary difficulties in the transfer of property. It is only by slow degrees that the severity of the rule requiring the production of original documents in proof of title has been mitigated and that secondary evidence has been permitted in case of loss. But the vendor or person proposing to adduce secondary evidence is always subject to the burden of proving that the documents were duly executed, that they are lost, and that there has been a sufficient search for them in their natural place of deposit. The caution of our ancestors, who drew bills of lading and bills of exchange in sets of three or more, is scarcely consistent with the hurry of modern business, but it had, after all, something to recommend it.

Liability for Maintenance of Illegitimate Children in France.

A DECISION which has just been pronounced by the Sixth Chamber of the Tribunal of the Seine illustrates the difference between the English and French law with regard to illegitimate children. The question was whether an illegitimate child, acknowledged by a married woman during the subsistence of her marriage, was entitled to an allowance for maintenance payable out of the common assets of husband and wife. An illegitimate son petitioned the court for an order that his mother, who had, after his birth, married, without any contract of marriage, a wealthy Parisian, should pay him an allowance of one thousand francs instead of one hundred francs which had hitherto been paid to him. The judgment of the court dismissing the petition states that the husband and wife could not in any view be held liable to supply the applicant with an allowance for his support. Illegitimate children who have been duly acknowledged are not entitled to a charge upon the common assets of husband and wife by virtue of article 337 of the Code Civil, which enacts that an acknowledgment made during marriage by one of the parties to the advantage of a natural child which such party shall have had before marriage, and by a different person, shall not prejudice the other party or the children born of such marriage, and that with regard to the mother she had nothing except what she received from her husband as administrator of the assets of the community, and which she could only apply to the expenses of the household; that although the wife, with her husband's consent, had hitherto paid the applicant his monthly allowance of one hundred francs and had expressed her willingness to continue the payment, this was purely an act of benevolence and could not be considered as an acknowledgment of liability. We need not remind English readers that the privilege of legitimation has never prevailed in the English legal system, and that by the common law of England a mother is not responsible for the maintenance of her bastard child, and it is only under the Poor Law Amendment Act, 1834, that the statutory duty is imposed upon her, so long as she shall be unmarried or a widow, to maintain such child as a part of her family until such child shall attain the age of sixteen. In the event of her marriage, her husband is liable to maintain her illegitimate children born before marriage until they attain the age of sixteen or until the death of the mother of the child.

Assessors to the Privy Council.

THE APPELLATE Jurisdiction Act, 1908, has now become law. Section 1 of this Act is as follows: "(1) For the purpose of the hearing of any appeal to his Majesty in Council from any court in a British possession, his Majesty may, if he thinks fit, authorize any person who is or has been a judge of the court from

which the appeal is made, or a judge of a court to which an appeal lies from the court from which the appeal is made, and whose services are for the time being available, to attend as an assessor of the Judicial Committee of the Privy Council on the hearing of the appeal. (2) This section shall not apply to any British possession, except the possessions specified in the schedule to this Act, and any possession which may hereafter be added to that schedule by Order in Council." The scheduled "possessions" are British India, Canada, Australia, New Zealand, the four South African self-governing dominions, and Newfoundland—that is, British India and the autonomous oversea States. The statutory power to call in the assistance of an assessor is singularly limited. The assessor must be a judge or an ex-judge of the court from which the appeal is made. On an appeal from New Brunswick, a judge of Nova Scotia could not be called in; on an appeal from New South Wales, a judge of Victoria could not be called in; on an appeal from the Transvaal, an Orange River Colony judge could not be called in. Yet in appeals from Canada, Australia, or South Africa the judges of neighbouring States would be able to render very valuable assistance. The English common law is not in force in Ceylon, British Guiana, Mauritius, the Seychelles, &c., and it is precisely on questions of Roman-Dutch and Roman-French law that the assistance of legal assessors would be most valuable; but the Act cannot be invoked in the case of any one of these "possessions" unless a formal Order in Council be first made. The preferable course would seem to have been to confer wide general powers on the Judicial Committee and enable them to "call in the aid of one or more assessors specially qualified, and try and hear such cause or matter wholly or partially with the assistance of such assessors": see section 56 of the Judicature Act, 1873, which confers this power on the High Court and Court of Appeal. It is an anomaly that the Judicial Committee, who, unlike the House of Lords, have to hear appeals involving questions of law and local conditions beyond the ordinary law and conditions of the United Kingdom, should have even less power to call in the assistance of specially qualified persons.

Legal Assessors in English Law.

IT SEEMS obvious that the "judge" called in under the new Act above referred to is to act as a legal assessor—that is, to advise the Judicial Committee on points of law primarily, where these require special knowledge by reason of differing from ordinary English law. The legal assessor (in the sense of advising as to law) has not found much favour in English jurisprudence. In fact, only in the highest and the lowest tribunals is he to be found at all. The House of Lords still has the power of summoning the judges to assist by giving their opinions—a power which, it will be remembered, was exercised in *Dutton v. Angus* (6 App. Cas. 740). The legal assessor is found at the other extreme of the judicial system in the person of the magistrate's clerk. The powers conferred on the High Court and Court of Appeal by section 56 of the Judicature Act, 1873 (above referred to), have been exercised in the case of Admiralty actions, and in these actions nautical assessors very commonly sit with the court. Whether because the House of Lords can, if it will, summon the judges, or because the general principle of employing legal assessors is not approved of, the House of Lords has, by section 3 of the Judicature Act, 1891, expressly been given power to "call in the aid of one or more assessors specially qualified," but in Admiralty appeals only. By section 14 of the Appellate Jurisdiction Act, 1876, the Judicial Committee may also call in assessors, but only in ecclesiastical cases, and then the assessors must be bishops. The position of the Judicial Committee, in having to hear appeals from the oversea States involving novel legal systems and novel local conditions for a lawyer of the United Kingdom, is so different to that of any other tribunal in the world, that a different principle with respect to expert assistance might well be adopted in order to enable this unique Appellate Court to gain more and more the confidence of those who seek its aid.

Unqualified Dentists.

THE CASE of *Barnes v. Brown* (1909, 1 K. B. 38) deserves notice as a very severe application of the statutory law against unqualified

dentists. By the Dentists Act, 1878, s. 38, "A person shall not be entitled to take or use the name or title of 'dentist' (either alone or in combination with any other word or words) or of 'dental practitioner,' or any name, title, addition or description implying that he is registered under this Act, or that he is a person specially qualified to practise dentistry, unless he is registered under this Act; and a penalty is imposed for breach of this enactment. The appellant, whose rooms were over a dairy, had a notice on the inner door and windows as follows: "H. J. Barnes. Finest artificial teeth at moderate prices. Extractions, advice free. Hours 10-7. English and American teeth. Advice free. Painless extractions." His room was fitted as a dentist's operating room, with chair, engine, &c., and he admitted that he carried on a dentist's practice on the premises. He was not registered under the statutes in that behalf and was not a legally qualified medical practitioner, but it will be seen that he did not in fact take or use the name or title of "dentist," nor that of "dental practitioner." The Divisional Court upon these facts held that there was evidence upon which the appellant could be convicted of an offence under the section. The decision appears to us to be scarcely within the spirit of modern legislation against quackery. The Act does not make it illegal for any person, although he is neither a registered dentist nor a legally qualified medical practitioner, to perform dental operations or to give dental attendance or advice. It only prevents a person from recovering any fees or charges unless he is registered under the Act or is a legally qualified medical practitioner. He could only be liable under section 3 if he had made use of some description implying that he was registered under the Act or that he was specially qualified to practise dentistry within the meaning of the section. The court considered that the statement that he extracted teeth, that he gave advice free, and that he effected painless extractions was intended to convey the meaning that he was specially qualified. The notice "teeth extracted" may be read in many streets and populous places, but it would be difficult to contend that this must be taken to imply that the teeth will be forced out by a qualified dentist. A statement that the extraction is painless does not carry the case much further. It is a statement which would hardly be made by a qualified dentist. Nor do we think that the words as to giving advice free are very material. The decision seems to us to strain the language of a penal enactment. It appears from statistics which have recently been collected that the supply of qualified dentists is inadequate for the needs of the poorer classes of the community, and the decision in *Barnes v. Brown* is undoubtedly calculated to suppress a class of practitioners whose calling is not illegal.

The Civil Judicial Statistics for 1907.

THE CIVIL Judicial Statistics for 1907, which have just been issued under the editorship of Sir JOHN MACDONELL, shew that there was a slight decline in the proceedings begun in that year as compared with the previous year—namely, 1,449,579 against 1,452,768, and this was lower also than the annual average for the five years 1903 to 1907—1,470,640. But these figures are dominated by the county court proceedings. In the High Court there was a slight increase in business in 1907, though here too the figures were down as compared with the five years' average. In the Chancery Division the proceedings begun in 1907 were 6,808, as against 6,775 in 1906, and an average of 7,043; and in the King's Bench Division 70,409 in 1907, as against 69,545 in 1906, and an average of 72,507. As regards cases heard, the figures are, of course, much less, but their relative significance is practically the same. It is curious that the proportion of cases heard to proceedings begun is much higher in the county court than elsewhere. While there were 1,333,960 matters begun in the county court in 1907, the number of matters heard was 453,344, or about one-third. The corresponding figures in the Chancery Division were 6,808 proceedings begun and 735 cases heard, and in the King's Bench Division 70,409 proceedings begun and 2,867 cases heard. The decline in county court matters has, it appears, gone on since 1904, though it would be rash to assume that there has in fact been any diminution in the substantial work of the county courts. It is interesting to note that the borough courts of record shew a tendency to increase their business. The number of matters commenced in them in 1907 was 23,267, and in 1906 22,741, as

against an average of 22,755. But these figures are no indication of the cases actually heard—namely, 368 in 1907, and 362 in 1906, with an average of 360.

Appeal Statistics.

THE JUDICIAL Committee had a bad year in 1907, the appeals entered being only 75 as against 99 in the previous year. About one-half were from India. The largest number in recent years was 113 in 1903. A statement of the result of taxation in 68 appeals shews that the bills brought in were on an average £306, and that the average amount allowed was £249. The House of Lords shewed a marked increase in the number of appeals presented—93 against 53 in 1906. The five years' average was 75. And the House also did a good deal more work, the appeals disposed of being 73, as against 45 in 1906. In 48 of these cases the judgments appealed from were affirmed without variation; in 25 the judgments were reversed. But it must not be assumed that the chances are 1 to 2 in favour of a judgment of the Court of Appeal being wrong. No such calculation can be made without first eliminating cases in which an appeal would be hopeless. The rule then is, let the defeated party take advice whether there is any doubt as to the judgment of the Court of Appeal being right. If there is, he still goes to the House of Lords with the odds 2 to 1 against him. The statistics of costs shew that the House of Lords is about twice as expensive a tribunal as the Judicial Committee. The bills brought in averaged £689; as allowed they averaged £441. The larger bills shew a very considerable diminution on taxation. One of £2,509 was taxed at £869, and one of £1,500 at £703; which means that success in the House of Lords, as elsewhere in litigation, may be but a Pyrrhic victory. The business in the Court of Appeal increased both in the amount entered and the amount done. The appeals entered were 693 in 1907, as against 636 in 1906, and a five years' average of 673. The work done shews still better, the appeals decided in 1907 being 670, against 468 in 1906, and an average of 561. This increase was due largely to the third branch of the Court of Appeal, which held 53 sittings in 1907, but the other two courts also sat oftener than in 1906.

Statistics in the High Court.

AS WE HAVE said above, the matters begun in the Chancery Division in 1907 shewed a slight increase compared with 1906, but the statistics in general confirm the familiar story of depression in that branch of the High Court. The fees received have shewn a downward tendency since 1898, and the total, which was £49,636 in that year, had fallen to £44,918 in 1907. Sir JOHN MACDONELL inserts a table of the chief work of the division, which he has carried back to 1888, and he observes that it indicates a decline absolutely and per judge in the number of proceedings commenced, and, as regards the later years, in the actions set down and tried. The annual average of proceedings commenced from 1888 to 1892 was 7,430, and then there were five judges. With the same number of judges, the average was 7,536 from 1893 to 1897. With the appointment of an additional judge in 1899 the total figures began to decline, the annual average from 1898 to 1902 being 7,286, and for the following five years 6,712. Turning to the number of actions tried per judge, the average was 101 from 1888 to 1892 and 102 from 1893 to 1897. The additional judge did not at first reduce the number, and for the quinquennial period 1898 to 1902 the average per judge was 106. But there has been a marked drop in 1906 and 1907, the figures for those years being 79 and 75, and the average for the last quinquennial period is 91. The judges of the Chancery Division appear to have arrived at a condition of *otium cum dignitate*. A similar table has been prepared of the work in the King's Bench Division. The most remarkable feature is the decline which has taken place in circuit business. The annual average of actions tried on circuit from 1888 to 1892 was 882. This figure has fallen for the successive quinquennial periods, until for the last period, 1903 to 1907, it was only 714; and the figures for 1906 and 1907, which were 620 and 580 respectively, indicate that the bottom has not yet been touched. The numbers for London and Middlesex have shewn a more variable tendency. For the four

quinquennial periods between 1888 and 1907 the yearly averages were 1,392, 1,555, 1,791, and 1,322. The last number was practically the same as that for 1907—namely, 1,315. The actions tried per judge have varied considerably. In 1898 there were 145 in London and Middlesex, and 57 on circuit; in 1907 the corresponding figures were 82 and 36. The general decline of business on circuit is emphasized by figures which Sir JOHN MACDONELL takes from the middle of the last century. In the period 1845-49 the average number of causes entered per year was 1,543, and the causes tried were 1,252. In 1892-96 the corresponding numbers were 1,122 and 828. The total amount of judgments on money claims was £6,758,876. But only £170,015 was entered after trial by jury; the amount entered after trial without jury was £1,121,707; and under order 14, £2,104,798. Only five debtors were imprisoned under judgments of the King's Bench Division.

The Old Age Pensions Act.

IT APPEARS from reports in the newspapers of what occurred on the first payments of pensions under the Old Age Pensions Act, 1908, that some of the applicants enquired whether they could receive payment of the pension for some weeks in advance, and that there was reason to suppose that money-lenders had offered to advance small sums to the pensioners at a high rate of interest on the security of the pensions. The provisions of section 6 of the Act cannot, however, long remain unknown. This section enacts that every assignment of, or charge on, and every agreement to assign or charge, an old age pension under the Act shall be void. This enactment is in accordance with the policy of modern legislation as to pensions, which is, as far as possible, to prevent them from being diverted from the purposes for which they were created.

Variance of Conveyance from Agreement: The Story of a Doubt.

I.

THE instruments which constitute conveyances or contracts made to complete leases, sales, or other dispositions of property, to constitute partnerships, or to effect some other transaction of private business, are designed to do what the parties have already agreed on. To do so correctly always needs care, and though in most cases the terms are few and the task simple, in some the facts are many and complex and the task difficult. Therefore conveyancers have devised, and in such instruments use, a method which tends to accuracy. Yet errors occur or are thought to have occurred. In such cases, if the parties concerned cannot agree and correct the error—existing or imagined—the law by which their conflicting claims are determinable has to be considered.

Two of the principal rules of evidence are, or may be, applicable. The first is that parol testimony cannot be received to contradict, vary, add to, or subtract from the terms of a valid written instrument. The second is that when explanation of a written instrument is needed, parol evidence may be received to explain it, such as, for instance, evidence of circumstances in which the written instrument was executed.

The first rule may be traced back to a remote antiquity, and is founded on the obvious inconvenience and injustice that would result if matters in writing made by advice and on consideration were liable to be controlled by what Lord COKE impressively calls "the uncertain testimony of slippery memory." When parties have deliberately put their mutual agreements into writing in such language as imports a legal obligation, it is only reasonable to presume that they have introduced into the written instrument every material term and circumstance: Taylor's Evid. (10th ed.), p. 801.

The first rule prohibits the use of extrinsic evidence to contradict a valid written instrument; the second authorizes the use of such evidence to explain such an instrument. The scope of the prohibition is marked by a single clear line—contradiction—of which varying, adding to and subtracting from are forms. The area of the authority is less obviously defined. In order to ascertain whether a case lies within or without its limits a glance is seldom enough,

generally investigation is needed. A case is not within the area unless, first, some language of the written instrument needs explanation; and unless, secondly, the extrinsic evidence—a circumstance of execution, for instance, with notice of that circumstance—does or may afford the explanation needed. If the written instrument is of doubtful significance and the extrinsic evidence such as may remove the doubt, that evidence is, it seems, admissible, though its sufficiency may still need examination. But in order to determine the question of admissibility there may be previous questions of fact to be decided, such as the questions whether the written instrument is obscure, whether the alleged circumstance of execution existed and, if that be important, whether the person to be affected had notice of the circumstance.

In one recent case of the whole class under consideration the decision was based—and, assuming it to be correct, was rightly based—on the first, the prohibitive rule: *Henderson v. Arthur* (1906, 1 K. B. 10).

These articles however, are concerned with a group of that class which seem to have been treated as challenging the prohibitive rule only, while, as the writer attempts to shew, they really turned on the inquiry whether the permissive one was or was not applicable to them. The distinction, it will be submitted, is of practical importance. Of these cases, the first was reported in the year 1704. According to the pleadings, a vendor, before contracting, had parted with some of the property which by a written contract he expressly sold, and the purchaser, when he contracted, had notice of the circumstance. In his subsequent conveyance the vendor had entered into the usual covenants for title, without excepting from their scope the portion of the described property which had been parted with. The purchaser sued the vendor on his covenant. The vendor pleaded the circumstance and notice. The purchaser demurred and the court allowed his demurrer: *Levell v. Witherington* (1 Lutwyche French edition of 1704, p. 317); Rawle, Covenants for Title, 4th ed. 117.

Nevertheless, many years later Mr. BUTLER recommended purchasers who took defective titles in reliance on their vendor's covenants to mention particularly their agreement to do so, "as it had been argued, that as the defect in question was known, it must be understood to have been the agreement of the purchaser to take the title subject to it, and that the covenants for title should not extend to warrant it against this particular defect": Hargreave and Butler's Coke upon Littleton, note 332, 15th ed. 1794, vol. 3; 18th ed. 1823, 384. Again in 1817 Sir WILLIAM GRANT, M.R., said: "In cases where there has been a covenant against incumbrances it has been sometimes doubted whether that covenant would extend to protect against incumbrances of which he had express notice": *Ogilvie v. Poljamba* (3 Mer. 53, 65). No such case was before the learned judge for decision; but the reporter in his head-note called attention to the observation. In 1829, Mr. PLATT, in his Treatise on Covenants, cited without remark Sir WILLIAM GRANT'S words (p. 387). In 1844 Mr. GEORGE SWEET repeated them as expressing an existing doubt (9 Bythewood and Jarman's Prec. 3rd ed. 381), as also in 1857 did Messrs. DAVIDSON, WRIGHT and WALEY (2 Dav. Prec. 2nd ed. 301; see also 4th ed. 1877, p. 379). In 1868 Sir RICHARD MALINS, V.C.—no longer treating the proposition as doubtful—affirmed that a covenant for quiet enjoyment, which he had to interpret, could only extend to protect the purchaser from incumbrances and defects in the title of which he had no notice: *Hunt v. White* (37 L. J. Ch. 326, 16 W. R. 478). In 1871 and 1876 Mr. DART recognized the doubt (2 V. & P. 4th ed. 719; 5th ed. 786), and so also, as lately as 1885 and 1888, did Sir H. W. ELPHINSTONE and Messrs. NORTON and CLARKE (Interpretation of Deeds, 481) and Mr. ROBBINS (5 Bythewood's Prec. 4th ed. 250.)

In the last mentioned year, however, Messrs. BARBER, HALDANE and SHELTON (Dart V. & P. 6th ed. 886) wrote that the fact of a purchaser having notice of a defect cannot prevent the covenants for title from extending to it, since extrinsic evidence of intention is inadmissible for the purpose of construing a deed: see also Sir H. W. ELPHINSTONE'S 6th edition of Key & Elphinstone's Prec. 407. Moreover, as early as the year 1882 the court had acted upon what must now be admitted to be the true doctrine. A purchaser after, according to his own account, entering into a

written contract to buy land, had discovered the existence of covenants restricting its use. He sued and obtained judgment for a return of his deposit. The vendor had tendered oral evidence that the purchaser had notice of the covenants before he signed the contract for sale and purchase. But LOPES, J., who had listened to that evidence and thought it sufficient for its purpose, admitted that he ought not to have received it, and for that reason he and the Court of Appeal affirmed the right claimed by the purchaser: *Cato v. Thompson* (9 Q. B. D. 616). The purchaser had in his contract expressly stipulated for a good title, and the circumstance was judicially noticed, but it does not appear to be important. Both in the court below and in that of appeal judges referred to the rule that extrinsic evidence was not receivable to contradict a deed as if it were the basis of decision; but the doubt, if there was any in the case, was not caused by forgetfulness of the prohibitive rule, but by the thought that the evidence might be authorized by the permissive one. The doubt, however caused, was resolved in the negative, and that resolution was justified by the fact that the contract was precise and not in want, or susceptible, of explanation. Therefore, the evidence was not admissible. If the contract had not been so precise, the evidence might have been admissible, and yet it might have been adjudged insufficient to defeat the purchaser.

In 1894 the doubt was more seriously grappled with by the Court of Appeal: *Page v. Midland Railway Co.* (1894, 1 Ch. 11). A tenant for life of land had sold it, and upon payment to her of the price, had purported to convey it in fee to a railway company, and she entered into the ordinary covenants for title. After her death a person entitled to a part of the land sued the company and recovered damages. Thereupon the company claimed indemnity from the executors of the tenant for life for her breach of covenant. ROMER, J., considering himself bound by *Hunt v. White*, disallowed the company's claim; but upon an appeal Lord, then Sir N. LINDLEY, L.J., after remarking that *Hunt v. White* had not been cited in court or in the text-books, and advertent to the above quotation from the 6th edition of Dart, said that he thought the court ought to regard the question as open, and to decide it on sound principles of construction. "To what," he proceeded, "is a vendor's covenant for title applicable? Is it to the title shewn to the purchaser, or is it to the title expressed to be conveyed to him? . . . If, on the true construction of the whole document, the title conveyed is clear, and the covenant is so worded as to apply to the title so conveyed, then, although the recitals may shew some defect or uncertainty in the vendor's title, effect ought to be given to the words of the covenant so as to give to the purchaser the title which the deed shews he was to have. . . . If a vendor does not intend that his covenant for title shall extend to defects disclosed to the purchaser, whether on the face of the deed or *aliunde*, the vendor must take care not to word his covenant so as in terms to cover such defects, or he must insert some clause in the deed clearly explaining and controlling his covenant." "No doubt," he added, "a purchaser is well advised to make the matter plain by inserting words to shew that even defects known to him are intended to be covered, and this is what conveyancers have advised for years, but they have advised this course only as a matter of prudence and precaution." The principle on which *Hunt v. White* was decided the Lord Justice thought manifestly unsound (pp. 19, 20). His lordship also said that an indemnity taken by the company from another person could not affect the construction of the covenant; A. L. SMITH and DAVEY, L.J.J., concurred.

Page v. Midland Railway has been followed twice; in *May v. Platt* (1900, 1 Ch. 616), where a vendor had sold land by a description which embraced some he had previously sold and conveyed. He had completed his sale to the later purchaser by a conveyance in which were implied the statutory covenants for title without any express exoneration of the vendor in respect of the defects. The purchaser sued him on his covenant for title and the vendor pleaded the purchaser's notice of the defect. FARWELL, J., refused to receive evidence in support of the plea. In the second case, *Great Western Railway Co. v. Fisher* (1904, 1 Ch. 316), where FISHER had sold and conveyed with statutorily imported covenants to the company land which was subject to a

contractually-created right of way; BUCKLEY, J., notwithstanding the company's notice of the right, held the company to be entitled to the benefit of the covenant for freedom from incumbrances.

(To be continued.)

The Revocation of Letters Patent.

Does it Operate Retrospectively?

[COMMUNICATED.]

A POINT of no small interest to patent lawyers recently came under the consideration of the Court of Appeal in the case of *Poulton v. Adjustable Cover and Boiler Block Co.* (1908, 2 Ch. Div. 430). The appeal was brought to ascertain whether an inquiry as to damages, then pending, pursuant to a judgment in an action for the infringement of certain letters patent, was affected by an order, subsequently made, revoking the patent. Incidentally the question arose as to the effect of the revocation of a patent; does the order revoking the patent render the patent invalid only from the date of the order; or does it operate retrospectively and make the patent void as from the date of its grant? To this question, strangely enough, no direct answer was forthcoming, either in the shape of judicial decision or text-book opinion. Probably the explanation of this dearth of authority upon a point so fundamental is that it never occurred to anyone that the matter admitted of doubt. The *dicta* of FLETCHER MOULTON, L.J., however, in the above-mentioned case, coupled with the inconclusive expressions of opinion that fell from VAUGHAN WILLIAMS and BUCKLEY, L.JJ., betray a somewhat startling absence of unanimity on this point.

Summarizing the conclusions of FLETCHER MOULTON, L.J., whose judgment deals with the subject at some length, it may be stated briefly that he adopted the view that the order for revocation terminates the patent as at the date when the order is made, and that the effect of the order is precisely the same whatever be the grounds on which the judgment is based. In support of this view he pointed out some of the "absurd consequences" which would follow any other view as to the effect of the revocation of a patent. "Suppose," he proceeded (p. 439), "that a patent had been bought for a considerable sum, and subsequently, perhaps some years after, it had been again sold, and that there was then a petition for the revocation of the letters patent If the respondent did not choose to contest the petition, or consented to an order for revocation, there would be an order revoking the patent. Could it then be said that the revocation must relate back to the date of the grant of the letters patent, with the consequence that the sales of the patent had been without valid consideration, and the purchasers could recover back their money, because the subject-matter of the sale was a nullity?"

With all deference to the learned Lord Justice, it is submitted that the foregoing illustration contains a fallacy, and affords no argument in support of the view that an order for revocation is not retrospective. The price paid for the purchase of a patent is always paid with knowledge, actual or presumed, that a patent is a revocable thing, and the amount of the purchase-money is invariably affected by this consideration. No action, therefore, brought to recover money paid for a patent that has been subsequently revoked could possibly succeed in the absence of a warranty of validity. On the other hand, if the validity of the patent had been guaranteed by the vendor, and the patent were subsequently revoked, the purchaser could undoubtedly recover his purchase-money, and in such a case the "consequence" would not be "absurd," but, on the contrary, strictly in accordance with general legal principles.

To turn now to the consideration of the opposite view (adopted by PARKER, J., in the court below and *semble* by BUCKLEY, L.J.)—viz., that the order for revocation makes a patent void *ab initio*—the arguments in support of it may be stated as follows:—In the first place, there is the plain etymological meaning of the word "revoke," signifying not the termination or abbreviation of the period of monopoly, but the recalling or undoing of the grant which created it. The denial that revoca-

tion acts retrospectively involves nothing short of a contradiction in terms. But stronger evidence than that afforded by the bare etymology of the word is to be found in the language of the old form of order of revocation used under the former procedure by *scire facias*. There the order ran that the patent should be "revoked, cancelled, vacated and disallowed, annulled, void and invalid, and be altogether had and held for nothing," and further directed that the letters patent should be returned into the Chancery to be cancelled, and that the enrolment thereof should be "cancelled, quashed, and annulled." The cancellation of the patent was effected by cutting or tearing the Great Seal from the document; the cancelling of the enrolment was done by "drawing strikes through it like a lettrice," as Sir EDWARD COKE quaintly phrases it. Nothing could be more forcibly suggestive of the intention to destroy and abolish the patent as from the time of its creation; and such indeed was the opinion formed by BUCKLEY, L.J., upon perusal of the terms of the order, and expressed during the course of the argument. The learned judge did not, however, find it necessary to determine the point for the purpose of his judgment.

But perhaps the strongest argument in favour of this view is that based upon the *dictum* of the present Master of the Rolls in the *North-Eastern Marine Engineering Co. (Limited) v. Leeds Forge Co. (Limited)* (1905, 23 R. P. C. at p. 533) to the effect that a patent, even though it has lapsed, is still capable of revocation—an opinion which was apparently shared by VAUGHAN WILLIAMS and ROMER, L.JJ. For, if the order revoking a lapsed patent does not operate to make the patent void *ab initio*, it may well be asked from what date does it make the patent void? If the order is to have any effect at all, it stands to reason that it must be retro-active. It cannot revoke, in the sense of "terminating," what is already extinct. Revocation of a lapsed patent must mean revocation *ab initio*.

The further argument, urged by counsel against the view adopted by FLETCHER MOULTON, L.J., should also be mentioned. It was pointed out that if the effect of the order of revocation is only to declare the patent void as from the date of that order, it would follow that it would be competent for the plaintiff, after the patent had been revoked, to bring fresh actions in respect of infringements committed prior to the date of the revocation. That would certainly be an "absurd consequence," and, coupled with the arguments outlined above, refutes, it is submitted, the theory that an order revoking a patent is not retrospective.

Reviews.

The Encyclopædia of the Laws of England.

ENCYCLOPÆDIA OF THE LAWS OF ENGLAND. WITH FORMS AND PRECEDENTS. By the MOST EMINENT LEGAL AUTHORITIES. SECOND EDITION. REVISED AND ENLARGED. VOL. XIII.: REVIVOR TO TASMANIA. Sweet & Maxwell (Limited); Wm. Green & Sons, Edinburgh.

This volume of the revised edition of the Encyclopædia of the Laws of England has an unusual number of important articles. To select a few we may mention:—Rules of Court and Sale by the Court, both by Master Burney; Sale of Goods, by Mr. W. Bowstead; Salvage and Ship, by Mr. G. G. Phillimore; Service and Delivery, by Mr. F. A. Stringer; Settled Land Acts and Settlements, both by Mr. J. S. Vaizey, with forms by Mr. C. Johnston Edwards; Sheriff by Mr. W. F. Craies; Solicitor, by Mr. W. Blake Odgers, K.C., and Mr. E. A. Wurtzburg; Stock Exchange, by Mr. G. H. Stutfield; Supreme Court, by Mr. T. Snow, revised by Mr. Geoffrey Ellis; and Surrender, by Mr. Edgar Foa. The remarks in the article on the Settled Land Acts on compound settlements are well worthy of attention, and the article furnishes a useful guide to the recent decisions on this difficult subject. It is unfortunate that its difficulties have not been removed by the passing of the Settled Land Bill which has been for several years before Parliament. And the article on Ships contains references to a large number of recent cases, in particular with regard to mortgages of ships. Place is found, for instance, for the very useful decision in *The Benwell Tower* (8 Asp. M. C. 13), which unfortunately did not get into the Law Reports. The article on Solicitors is very full, and is conveniently subdivided, sections being allotted, among other matters, to Solicitors' Remuneration and to Taxation. We ought also to refer to the article on Specific Per-

formance, originally written by Mr. W. D. Rawlins, K.C., with the assistance of Sir Edward Fry, and now revised by Mr. Rawlins; and to that on Stamps by Mr. F. W. Kingdon. An examination of the volume strongly emphasizes the value of the work as a whole.

Book of the Week.

The Intermediate Law Examination Made Easy: A Complete Guide to Self-preparation in the 15th Edition of Mr. Serjeant Stephen's New Commentaries on the Laws of England. Being the subject selected for the Intermediate Examinations of the Law Society. By ALBERT GIBSON. Thirteenth Edition. By the Author and H. GIBSON RIVINGTON, M.A., and A. CLIFFORD FOUNTAINE, Solicitors. The Law Notes Publishing Office.

CASES OF LAST SITTINGS

House of Lords.

GREAT CENTRAL RAILWAY CO. v. ASSESSMENT COMMITTEE OF BANBURY UNION. 23rd and 25th June; 7th Dec.

RATING—POOR RATE—RATEABLE VALUE—RAILWAY—LINK LINE—MODE OF ASCERTAINING—PROFITS ATTRIBUTABLE TO THE OCCUPATION OF PORTIONS OF THE RAILWAY OUTSIDE THE PARISH—PAROCHIAL PRINCIPLE—COST OF CONSTRUCTION—MONEY ADVANCED BY ONE COMPANY TO ANOTHER AT INTEREST.

A line of railway about eight miles in length was constructed by the Great Central Railway Co. under a statutory agreement with the Great Western Railway, the latter company advancing the money for the construction of the line at $\frac{3}{4}$ per cent. interest per annum. The line was constructed for the purpose of linking together the railway systems of the respective companies for the purpose of more convenient interchange of traffic between them. There were no stations or sidings on the line itself; the line was of no value except for the purpose of interchange of traffic, and no person or company other than the Great Central and the Great Western Companies could be found who would be willing to acquire the line. The Court of Appeal held that in valuing this portion of the line for rating purposes it was legitimate to take into consideration the interest payable by the one company to the other on the cost of construction, and accordingly they reversed the decision of the Divisional Court.

Held, allowing the appeal by the railway company, that since the interest payable on the cost of construction of the line afforded no criterion of the rent a hypothetical tenant would give for the line, a portion of a line in a parish through which it passed must be valued for rating purposes on the parochial principle—namely, by computation from the net earnings of the line in the parish.

Decision of Divisional Court (1906, 1 K. B. 597) restored.

The appellants had constructed a short line of railway from Eydon in Northamptonshire to Warkworth, in the county of Oxford, to connect their line with that of the Great Western Railway Co. at Banbury, thus forming a main line route from the north to the south of England. The necessary money for its construction was advanced to the appellant company by the Great Western Railway Co. at the rate of $\frac{3}{4}$ per cent. per annum. In all, the linking-up line was about eight miles long, and there was no station upon it, its only use being for the interchange of traffic between the two railways. The overseers made an assessment on the appellants, in which they took into account the fact that the line had cost £280,000 to construct, and also the fact that interest was paid on this sum to the Great Western Railway Co. On an appeal by the railway company against this assessment the Divisional Court allowed the appeal on the ground that the true measure of the annual value of the line was the cost of construction, and the interest payable could not be taken into account. The Assessment Committee appealed. The Court of Appeal reversed the decision, holding that in valuing a portion of the line for rating purposes it was legitimate to take into consideration the interest payable by the one company to the other on the cost of construction. The railway company appealed.

The House having taken time,

Lord LOREBURN, C., in moving that the appeal should be allowed with costs, said he thought the proper order to make in this case was that the order of the Divisional Court should be restored.

The Earl of HALSBURY and Lords MACNAGHTEN and DUNEDIN concurred. Appeal allowed.—COUNSEL, Balfour Browne, K.C., C. A. Russell, K.C., and M. Snaggs; Walter Ryde and Cecil Walsh. SOLICITORS, Hopwood & Sons, for E. L. Fisher, Oxford; Dizon H. Davies.

[Reported by ERSKINE REID, Barrister-at-Law.]

GREAT CENTRAL RAILWAY CO. v. SHEFFIELD UNION. 23rd and 25th June; 7th Dec.

POOR RATE—VALUATION—RAILWAY—LINK LINE FORMING PART OF SYSTEM—PAROCHIAL PRINCIPLE—PROFITS ATTRIBUTABLE TO THE OCCUPATION OF PORTIONS OF THE RAILWAY OUTSIDE THE PARISH.

The Sheffield Union appealed from a decision of the Court of Appeal (reported 1908, 1 K. B. 750), which followed a previous decision of that

court, given in *Great Central Railway Co. v. Banbury Union* (1907, 1 K. B. 717).

Their Lordships held that, having reversed the decision of the Court of Appeal in the Banbury case, the appeal in this case must also be allowed.

Appeal by the Assessment Committee of the Sheffield Union from a decision of the Court of Appeal, which reversed the decision of the Divisional Court holding that the Sheffield overseers were wrong in not allowing some deduction from the assessment; and that the rate must be amended, and that, in accordance with an agreement embodied in the case stated, the actual figures of reduction, if not agreed upon by the parties, were to be worked out by an arbitrator. The Court of Appeal had decided in *Great Central Railway Co. v. Banbury Union* merely that in assessing a certain section of link line within the Banbury Union, having regard to the fact that that section was a portion of the main line of the Great Central Railway Co., the contributory value of such section ought to be taken into consideration in addition to the small profits of the section taken by itself; but it followed as a corollary from that decision that in assessing other parts of the railway company's line regard ought to be had to the fact that what was an addition in the Banbury assessment ought in some way to be made a deduction elsewhere. The overseers of the parish of Sheffield, contrary to the contention of the railway company, made no deduction from such assessment in respect of the enhanced rateable value of the Banbury link line which was due to the fact that it was connected with and gave access to the Sheffield lines and earned profits within the Sheffield parish. The railway company gave notice of appeal, and a case was by consent stated under section 11 of the Quarter Sessions Act, 1849, and came before a Divisional Court, which decided in favour of the overseers. The Court of Appeal reversed that decision. The Sheffield Union appealed.

The House took time for consideration.

Lord LOREBURN, C., in moving the appeal should be allowed, said: My lords, the decision in this case is, as appears to me, a corollary of the decision just arrived at in the *Banbury* case. I have offered to your lordships my reasons for thinking that the appeal should be allowed in that case, and I think the same in this. Unless the railway company is assessed in the Newport division of the Banbury Union at a special value beyond the profit-earning capacities of the line there situated there can be no ground for any allowance on that score being made in Sheffield. I desire to say that the way the case has been presented to your lordships is most inconvenient. I neither assent to nor dissent from the various hypothetical principles which were offered for your lordships' choice during the argument; I decide the case, as I ask your lordships to decide it, because it is a corollary of the previous case.

The Earl of HALSBURY.—I concur in thinking that this appeal should be allowed. But for the fact that that decision follows as a corollary of the decision just given, I should have declined to answer the series of conundrums which counsel propounded during the hearing of the case.

Lords MACNAGHTEN and DUNEDIN concurred. Judgment accordingly.—COUNSEL, Hugo Young, K.C., and R. C. Glen; C. A. Russell, K.C., Simon, K.C., and Konstam. SOLICITORS, Pilgrim & Phillips, for Watson, Esam, & Barber, Sheffield; D. H. Davies.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re GIBBON. MOORE v. GIBBON. Neville, J. 3rd, 4th, 5th, 9th, and 11th Dec.

MORTGAGE—DEVOLUTION—MORTGAGE KEPT ALIVE FOR BENEFIT OF OWNER OF EQUITY OF REDEMPTION—INTENTION THAT MORTGAGE SHOULD ENURE FOR BENEFIT OF THE HEIRS OF THE OWNER OF THE EQUITY OF REDEMPTION—MERGER—REAL OR PERSONAL PROPERTY.

H. G., the owner of the equity of redemption of certain lands, subsequently (in 1882) obtained a transfer of part of the mortgage debt and the security therefor, being part of the said lands, keeping the mortgage on foot as a subsisting charge for the benefit of his heirs and assigns, and as a protection against mesne incumbrances. H. G. afterwards (in 1905) purchased lands subject to a mortgage, which the vendors and the mortgagee conveyed and transferred to him, keeping the mortgage on foot as a subsisting charge on the hereditaments conveyed as a protection to H. G., his heirs and assigns, against subsequent incumbrances, but for no other purpose.

Held, that the sums secured and the mortgages devolved on the personal representatives of H. G.

By an indenture of the 20th of August, 1879, the equity of redemption in certain lands was conveyed to Henry Gibbons in fee simple, subject to a mortgage for £80,000. By an indenture of the 15th of November, 1882, the mortgagees, after reciting that Henry Gibbon was desirous that the mortgage debt should be kept on foot in order to protect him against mesne incumbrances (if any), assigned to Henry Gibbon £5,750, part of the mortgage debt, and the full benefit of the security thereinafter assured. And by the same deed the mortgagees conveyed to Henry Gibbon twenty-three acres, part of the said lands, subject to the equity of redemption therein mentioned, and Henry Gibbon declared that the £5,750 should be considered as kept on foot as a subsisting charge on the premises for the benefit of Henry Gibbon, his

heirs and assigns, and as a protection against mesne incumbrances, if any such there were. By an indenture of the 25th of March, 1905, being a conveyance on sale of certain lands, after reciting that the mortgage should be kept on foot as a protection against subsequent incumbrances in manner thereafter mentioned, Davies, the mortgagee, assigned the principal sum of £5,000 (the mortgage debt) and the full benefit of all securities for the same to Henry Gibbon, his executors, administrators, and assigns, and Davies and Deason and Evans (the two last being the owners of the equity of redemption) granted, conveyed, and confirmed the said lands to Henry Gibbon in fee simple, and it was thereby declared that the principal sum of £5,000 should be deemed to be a subsisting charge on the hereditaments thereby conveyed as a protection to the said Henry Gibbon, his heirs and assigns, against subsequent incumbrances, if any such there were, but for no other purpose. Adjoined summons to determine (*inter alia*) whether the mortgage debt of £5,750 transferred to Henry Gibbon by transfer dated the 15th of November, 1882, and the mortgage debt of £5,000 transferred to Henry Gibbon by the indenture dated the 25th of March, 1905, formed part of the personal estate of Henry Gibbon. It was contended on behalf of the heirs that the intention was that the mortgages should attend the inheritance in like manner in which long terms of years are held to attend the inheritance, and that the mortgages were merely preserved to protect the purchaser in fee from the equitable rights of subsequent incumbrancers. Reference was made to Precedents XXIII. and XXIV., Davidson, 4th ed., vol. 2, part 1, pp. 324 and 333.

Dec. 11.—NEVILLE, J.—A mortgage or sum of money charged upon land is personal estate, and none the less so because it is made payable to the mortgagee or chargee, his heirs and assigns. I can find no authority to the effect that by means of a declaration in his lifetime a man can cause his personal estate to descend to his heir in case of intestacy. The only exception to the rule is, I think, the case of a term made attendant on the inheritance. The owner can by declaration prevent the merger of a mortgage upon land and the equity of redemption in the same land when both vest in himself, but if the mortgage is kept alive it is, in my opinion, kept alive as personal estate, and, should he die intestate while the two interests in the land are severed, it appears to me that the tree must lie as it falls and the mortgage pass to the personal representative. In my opinion the two sums of £5,750 and £5,000 form part of the personal estate.—COUNSEL, A. L. Ellis; Petersen, K.C., and Christopher James; Jenkins, K.C., and Leeke; P. F. S. Stokes. SOLICITORS, Gibbon & Moore.

[Reported by A. R. OFFE, Barrister-at-Law.]

FLOWER & SONS (LIM.) v. FRITCHARD AND OTHERS. Joyce, J.
12th, 13th, 14th, 16th and 17th Nov.; 9th Dec.

MORTGAGE—EQUITABLE ASSIGNMENT OF PART OF MORTGAGE DEBT BY FIRST MORTGAGEES—STATUTORY POWER OF SALE—SALE BY FIRST MORTGAGEES TO ASSIGNEES—LEASE BY FOURTH MORTGAGEES (THE ASSIGNEES)—POSSESSION AND ACCOUNTS BY FIRST MORTGAGEES—WILFUL DEFAULT—CONVEYANCING AND LAW OF PROPERTY ACT, 1881, (44 & 45 VICT. c. 41), ss. 17, 21 (4).

First mortgagees declared themselves trustees for F. & Sons of part of the mortgage debt, and then assigned that part to F. & Sons without power to the latter to give receipts for any part of the principal and interest due on the security. F. & Sons did not give notice of the assignment to any person interested in the equity of redemption. The first mortgagees then, in exercise of their statutory power, sold the premises by auction to F. & Sons for the amount of principal and interest due to themselves.

Held, that the sale was valid and that the statutory power of sale was not put an end to by the assignment.

The assignees, who were also fourth mortgagees, agreed with the mortgagees and F. & Co. that F. & Co. should manage the premises, and after payment of management expenses and outgoings should out of the net profits pay an annual sum of £4,500 by way of rent and interest on prior mortgages.

Held, that by the indentures of first and second mortgage the agreement was not binding on the first or second mortgagees; that the first mortgagees had not entered into possession and were not accountable for this annual sum which had not been received, and was not in the circumstances receivable as the profits were not sufficient.

Under an indenture of the 11th of March, 1907, the plaintiffs, the Metropolitan Life Assurance Society, were first mortgagees of the Bedford Head Hotel and 234, Tottenham-court-road to secure £35,000. William Harding Woods was second mortgagee of the premises under an indenture of the 11th of March, 1907, to secure £15,000. By an indenture of the same date Meux's Brewery (Limited) became the third mortgagees of the same premises for £7,000. The plaintiffs, Flower & Sons, were fourth mortgagees by advances in 1902 and 1904 to the extent of about £14,000. Flower & Sons also paid to the assurance society in respect of instalments of principal due to the society sums amounting to £7,000 under arrangement whereby the assurance society agreed to hold any balance of principal, after payment to themselves of the sums still due, in trust for Flower & Sons. By an indenture dated the 26th of January, 1906, in consideration of a further payment by Flower & Sons of £641 5s. (arrears of interest on the principal sum still due to the assurance society), the assurance society assigned the said sums of £7,641 5s. to Flower & Sons with all interest due and accruing, but subject to a provision postponing the £7,641 5s. to the principal sum, £25,000, still due to the assurance society on their

security, and without any power to Flower & Sons to give receipts to any person interested in the equity of redemption. Flower & Sons did not give notice of assignment to any of these persons. The security of the assurance society contained a clause that section 17 of the Conveyancing and Law of Property Act, 1881, should not apply, and that the mortgagees' power of leasing under the Act should not be exercised without the consent of the mortgagees, and by the mortgage to the second mortgagee (Woods) the mortgagees agreed that the mortgagees' powers of leasing under the Act should not be exercisable at all. In November, 1904, by an arrangement made for the purpose of keeping the hotel going and embodied in a number of documents, Flower & Sons agreed with Ferris & Co. and the mortgagees that Ferris & Co. should draw out of the business £300 per annum and interest of sums advanced by Ferris & Co. for furniture, &c., and after payment of all outgoings an annual sum of £4,500 (made up of £620 rent and £3,880 interest on prior mortgages) was to be paid to Flower & Sons, but it was agreed that if the net profits should not be sufficient for this payment Flower & Sons should forego the deficiency, and Flower & Sons had the option to determine the tenancy at any time if the prior mortgagees took any steps, or if they raised any difference or difficulties with Flower & Sons. The profits were not at any time sufficient to pay the rent and yearly sum, and upon the representatives of the second mortgagee claiming the rent Flower & Sons determined the tenancy on the 6th of June, 1906. On the 24th of June, 1906, the assurance society, in exercise of their statutory power of sale as first mortgagees, sold the premises by auction to Flower & Sons without the rents accrued due on or before the 24th of June, 1906, in circumstances set out in the judgment below. The defendants, the personal representatives of the second mortgagee, claimed that the sale was invalid, *inter alia*, because the assurance society had transferred part of the first mortgage debt and thereby lost their power of sale, and that the plaintiffs should be charged as first mortgagees in possession with the rents received or which would, but for the determination of the said agreement for rent, have been received by Flower & Sons.

Dec. 9.—JOYCE, J.—In this case, which is one of considerable complication, the defendants, the executors of Woods, being the second mortgagees, impeach the validity of a sale by the first mortgagees, the Metropolitan Life Assurance Society, to Flower & Sons (Limited), the fourth mortgagees. The mortgaged property was an hotel in the Tottenham-court-road. Flower & Sons bought it at an auction on the 24th of April, 1906, for £27,200. I have described the purchasers as fourth mortgagees, but they were also interested in the amount secured by the first mortgage in this way: the first mortgagees from time to time requiring payments to be made in respect of instalments of principal money becoming due under their mortgage, Flower & Sons at various times paid £1,000, £4,000 and £2,000 to the assurance society under arrangements whereby, to the extent of the sums paid, the assurance society agreed to hold the parts of the principal owing to them in trust for Flower & Sons, but as between them and Flower & Sons with a priority in their own favour to the extent of the balance of the principal belonging to themselves and the interest thereon. Flower & Sons also in the month of July, 1905, paid to the assurance society a further sum of £641 5s., being the amount of certain interest payable to them, but as to which, of course, Flower & Sons were under no liability. It is not alleged that the assurance society could not, in the circumstances I have stated, sell to Flower & Sons, or that Flower & Sons could not buy from the society. There is no evidence to show that the sale was at an under value or that the auction was in any way prejudicially affected by anything the second mortgagees have now sought to complain of. The sale was conducted on behalf of the assurance society by their solicitors, Messrs. Travers, Smith, Braithwaite & Co., and I find, as a fact, that it was made in all respects in perfect good faith, using that expression in the sense in which it was used by Lord Herschell in *Kennedy v. De Trafford* (1897, A.C. 180). Flower & Sons had nothing to do with the conduct of the sale, though it is true that the names of their solicitors were also on the particulars and conditions of sale. And, in fact, the draft particulars and conditions of sale were submitted to them because they were the owners of certain chattels which everybody concerned consented and agreed that it would be for the benefit of all the parties that the purchasers should take at a valuation. Both Flower & Sons and the second mortgagees were each, with the knowledge of the other, informed of the reserve price at which, if reached, the assurance society, the first mortgagees, intended to sell. This, in my opinion, was quite right and proper, and merely amounted to the first mortgagees giving notice to the persons, whose interests in the mortgaged property were subsequent and subject to theirs, that the property would be sold if sufficient could be realised to pay the first mortgagees, the assurance society, without taking into account that portion of the principal and interest which was in fact held by them upon trust for Flower & Sons, who had made the payments I have mentioned. The second mortgagees raised no objection to the sale at the time, although all along fully aware of all the material circumstances, except the fact, which came out in the course of the proceedings in the action, that in an indenture bearing date the 26th of January, 1906, executed in order to secure to Flower & Sons the £641 5s. which I have mentioned, there was contained, *inter alia*, what purported to be an assignment by the assurance society to Flower & Sons of the aforesaid several sums of £1,000, £4,000 and £2,000, making £7,000 in all, "part of the principal sum of £32,000," with interest as therein mentioned, and also the said sum of £641, with a proviso that all these should be postponed in priority of charge to what remained owing to the assur-

ance society. This indenture did not give power to Flower & Sons to give receipts, and no notice in writing was or ever has been given by Flower & Sons to any of the persons interested in the equity of redemption. It has nevertheless been contended that this assignment put an end to the statutory power of sale to which the assurance society was entitled by virtue of the first mortgage. I am not aware of any authority for this proposition, and I am of opinion that it cannot be sustained, the result being that I hold the sale which is impeached to be valid and binding against the second mortgagees, and that their counterclaim asking to have the sale declared invalid must be dismissed. Assuming the sale to be valid, counsel for the second mortgagees very fairly admitted before me that it would be useless for them to ask for an account against the first mortgagees or any other relief against them unless the latter could somehow or other be charged. I suppose under the usual mortgagees' account, upon the footing of wilful default with certain so-called rent alleged to have been payable by Ferris & Co. to Flower & Sons, the fourth mortgagees, under an agreement (referred to in the argument as the tenancy agreement) between Flower & Sons and Ferris & Co., dated the 24th of November, 1904. The first mortgagees have not entered into possession or receipt of the rents and profits of the mortgaged property, although at a late period in the transaction they did obtain from the court the appointment of a receiver. Their mortgage, to which they became entitled by transfer from the trustees of the Law Life Assurance Society, contained a clause whereby it was agreed and declared that "Section 17 of the Conveyancing and Law of Property Act, 1881, shall not apply to these presents or the security hereby made," and also that "the mortgagor or the persons deriving title under him shall not, except with the consent in writing of the estate trustees or trustee or the person or persons for the time being deriving title under them or him, exercise the power of leasing or agreeing to lease conferred by the said Act on the mortgagor while in possession." The second mortgagees (as also Flower & Sons, the fourth mortgagees) were persons deriving title under the mortgagor. Further, the mortgage to the second mortgagees contained a clause by which it was provided that "The powers of leasing conferred upon the mortgagors by the Conveyancing and Law of Property Act, 1881, shall not nor shall any of them be exercisable by the mortgagors, their executors, administrators or assigns in respect of the said respective premises hereby assigned." Thus the agreement of the 24th of November, 1904, even if an agreement of tenancy properly so-called, was not in any way binding upon either the first mortgagees or upon the second mortgagees. Moreover, this agreement of the 24th of November, 1904, was not in fact a simple tenancy agreement, but was one of a number of contemporaneous documents entered into between Flower & Sons and Ferris & Co., and embodying an arrangement made for the purpose of keeping the business of the hotel going. Under this Ferris & Co. were to carry on the business without any liability, as I understand, on their part for rent or anything of the kind. They were to draw out of the receipts £300 a year and interest upon any money they found for the purchase of furniture, &c. The business was to be charged with all outgoings, and if, after providing the £300 a year outgoings and a rent so-called of £4,500 per annum, there should be any profit, this was to be divided equally between Ferris & Co. and Flower & Sons. It is perfectly clear and not disputed that Flower & Sons could not compel Ferris & Co. to pay this £4,500 a year, which in truth was merely a nominal rent to be provided out of the receipts if sufficient for the purpose after the payments that were first to be made thereout; and it is, I think, also clear that the first mortgagees cannot be charged by the second mortgagees with any such rent even if they had entered into possession, which they never did. Indeed, Ferris & Co. could not in my opinion be personally charged with this £4,500 per annum in favour of the second mortgagees either directly or indirectly, consequently the counterclaim fails altogether, and there will be a decree that as between the first mortgagees and all the defendants the sale is valid and binding.—COUNSEL, *Younger, K.C.*, and *J. Fischer Williams; Hughes, K.C.*, and *R. H. Hodge*. SOLICITORS, *Crossman, Pritchard, Crossman, & Block; Potchecary & Co.*

(Reported by A. S. Oppé, Barrister-at-Law.)

Obituary.

Mr. G. G. Kennedy.

Mr. Gilbert George Kennedy, barrister-at-law, formerly a metropolitan police magistrate, died on Saturday. He was educated at Harrow and Trinity College, Cambridge, and was called to the bar in 1870. He practised on the Midland Circuit, and became Recorder of Grantham. In 1889 he was appointed a metropolitan police magistrate, and retained that position until 1907, when his health failed. His judgments, says a writer in the *Times*, were always tempered with mercy, and no magistrate ever more anxiously sought to reclaim rather than to punish those whom he had to deal with. He was joint editor, with Mr. Horace Smith, of *Roacoe's Digest*.

Mr. W. Coxwell.

Mr. William Coxwell, solicitor, of Southampton, died on Sunday last. He was admitted in 1870, and was the head of the firm of Coxwell & Pope, of Southampton and Lyndhurst. He was clerk to the justices of the Lyndhurst division, and Coroner for Southampton.

Legal News.

Changes in Partnerships.

The partnership lately subsisting between Messrs. JOHN FREDERICK EDELL, GEORGE ARTHUR EDELL, and ERIC GORDON, at No. 4, King-street, Cheapside, solicitors, under the style or firm of Edell & Gordon, having determined by effluxion of time, Messrs. John Frederick Edell and George Arthur Edell will continue to carry on business at No. 4, King-street, in partnership with Mr. HENRY NORMAN BLISS, under the style of Edell & Co.; and Mr. Eric Gordon will continue to carry on business in his own name at No. 15, Devonshire-square, Bishopsgate, E.C., and No. 1, Southampton-street, Bloomsbury, W.C.

Dissolutions.

CHARLES GRAHAM COE, ARTHUR WINEARLS DENNES, and ERNEST KEENE ROBINSON, solicitors (Coe, Dennes, & Robinson), 14, Hart-street, Bloomsbury-square, London. Dec. 31.

WILLIAM CAREY MORGAN, WILFRID THOMAS ROKEY PRICE, and GEORGE RICHMOND MEWBURN, solicitors (Morgan, Price, & Mewburn), 33, Old Broad-street, London. Jan. 1. The said William Carey Morgan and Wilfrid Thomas Rokeby Price will continue to carry on business at 33, Old Broad-street, London, under the style of Morgan, Price, & Co.; George Richmond Mewburn will carry on business at 33, Old Broad-street, London, in his own name.

[*Gazette*, Jan. 1.

CHARLES JOHN HUSKINSON, GEORGE LISTER HASLEHURST, and EDMUND LARKEN, solicitors (Toynbee, Larken, & Co.), Lincoln, and between the said CHARLES JOHN HUSKINSON, GEORGE LISTER HASLEHURST, EDMUND LARKEN, and JOHN PICKARD BROHER, solicitors (Larken & Co.), Newark-on-Trent, and (Larken & Huskinson), Nottingham. Jan. 1

[*Gazette*, Jan. 5.

Information Required.

THOMAS MACKRELL, Esq., deceased.—Will any solicitor or other person having knowledge of a Will of the late Thomas Mackrell, of Sturminster Marshall and Spettisbury, Dorset, Esq., kindly communicate with us?—Charles Warner & Kirby, solicitors, Winchester, 4th January, 1909.

General.

About 26,000 words are, says the *Daily Mail*, contained in the will and nine codicils of the late Mr. Edward Bush, of The Grove, Alveston, Gloucestershire, who left a fortune of £144,813. In typewriting the will would fill over eighty foolscap sheets.

At a meeting of the Leeds Chamber of Commerce, on Tuesday, says the *Times*, the alterations made as to the holding of the Leeds Assizes were discussed. It appears that the alterations would mean the restriction of the time of the judge in Leeds, and it was pointed out that to give inadequate time to the assizes in such an important centre would be exceedingly inconvenient. It was resolved to join the Leeds Corporation and the Leeds Law Society in a representation on the subject, and that a deputation should support a memorial.

Not often, says a writer in the *Globe*, is the judicial office filled by members of that select circle of barristers who devote their talents to patent law. The appointment of Lord Justice Fletcher Moulton is one exception to the rule, and the selection of Mr. J. C. Graham to succeed Judge Bompas as the county court judge for the Bradford district is another. Mr. Graham laboured in Sir William Siemens' electrical works and Messrs. John Penn & Son's engineering works before he was called to the bar. One of the most famous of all engineers reversed this process. The late Lord Armstrong practised as a solicitor at Newcastle-on-Tyne before he devoted his whole energies to science and commerce. Judge Graham, like the Lord Chancellor, is a Scotsman.

A writer in the *Times*, discussing the procedure upon revocation of patents, under section 27 of the Patents Act, 1907, says: "A few remarks may be usefully made as to the question of costs before the Comptroller. It is only by the Act of 1907 that the Comptroller has been empowered to award costs in proceedings before him. Before that he had no power to award costs in any proceedings. This is important, because at present there is no systematized procedure for taxation of costs. The practice now in vogue is for the successful party to send in a bill of costs to the Comptroller, delivering a copy to the unsuccessful party. The latter may, thereupon, write to the Comptroller, pointing out any objections he has to the bill and any items he considers to have been unnecessarily incurred. The Comptroller considers these objections, and awards a round sum, which hitherto, in practice, has approximated very closely to the bill delivered by the successful party. The costs of proceedings for revocation under the section (27) are certainly not excessive, an average of from 50 to 75 guineas, inclusive of counsel's fee and every other charge, having to be paid by the losing to the successful party in ordinary cases. Apparently the practice is not quite the same as was formulated by the law officers in appeals from the Comptroller. In these cases it has been expressly laid down that the amount of costs awarded was not to be such as to indemnify the successful party."

On the 30th inst., at 5.30 p.m., Sir John Macdonell, C.B., will begin a course of public lectures on "The Development of the Law of Marriage in Western Europe." The lectures will be an aid to those (among others) reading for the University of London Degree in Economics and for examinations in which international law and comparative law are subjects. An endeavour will be made to help students in research and investigation, and to suggest points for inquiry. The professor's prizes of £15 and £5 respectively will be given for the best essays showing sufficient merit on subjects connected with the lectures in comparative law or international law. Candidates must have attended at least two-thirds of the lectures and have worked to the satisfaction of the professor. The lectures are open to the public without fee; they are intended not only for lawyers, but for students of political economy, political science, sociology, Civil servants, and for journalists.

The late Mr. George Badham, of Messrs. Badham & Collins, solicitors, of 3, Salters Hall-court, Cannon-street, E.C., says the *Daily Mail*, provided by his will that any losses sustained by clients on investments chosen by him should be made up out of his residuary estate. He directed that, "if at any time within two years after my death any of my clients for whom I have made investments upon mortgage or otherwise shall incur any loss upon such investments, or any of such investments shall, in the opinion of my trustee or trustees, be or appear to be of insufficient security, then I desire them to make up such loss or deficiency of such security. But this is only to apply to investments made by me where the lenders have left the same to me or to any surveyor, broker, or other person employed or instructed by me, and have not exercised their own judgment. In any decision under this clause, should the residue of my estate be insufficient for all such losses of deficiencies, I wish my trustees to give priority to those of the clients to whom in their discretion such loss or deficiency would be of the most consequence—so that the most necessitous should have precedence."

Mr. G. Cave, K.C., M.P., chairman of Surrey Quarter Sessions, in addressing the grand jury, said, according to the *Times*, that a discussion had been going on with regard to the oath and the practice of kissing the Book. Many people, he did not say unreasonably, objected to kissing a book which had been used by other people before. He thought the evils arising from the practice were somewhat exaggerated, and, for himself, he had always thought a simple remedy was, instead of kissing the outside of the book, to open it and kiss the inside. In that case they probably got a new leaf, and there was really no substantial danger in the practice. Therefore, so far as that court was concerned, he did not propose to make any change in the practice hitherto followed of swearing a witness without any particular recommendation to him. At the same time, it was quite understood that if anybody desired to be sworn in the Scotch form, which was a very simple and very effective form of oath, his desire would at once be acceded to, and if any gentleman of the jury or witness desired to affirm, no difficulty would be made. Subject to that, they proposed to adhere to the old practice.

The Attorney-General has, says the *Times*, replied to an application made by a member of the Penge Building Society, through Mr. Bonar Law, M.P., requesting that the Director of Public Prosecutions should undertake the prosecution of W. H. Verinder, late secretary of the society, who is in custody on charges of embezzlement and forgery, to the effect that: "The department of the Public Prosecutor was not intended to supersede the general practice prevailing in England of leaving prosecutions of this character to the employers or persons aggrieved, and it is not staffed so as to be able to undertake such an extensive function. The reasons for the general practice and for the limitations placed on the activities of the Director of Public Prosecutions are too long and technical for a letter, but there is much to be said for them, especially on the score of public expense. It is argued that because the Director of Public Prosecutions has proceeded in another case where extensive commercial frauds are alleged, he ought to do the like in the Penge case, but from the point of view of the propriety and necessity of public action there are fundamental distinctions between the two cases, and I could not properly reverse the decision arrived at in this case by Sir Charles Mathews."

A Blue-book containing reports from Colonial Governors, the Government of India, and his Majesty's representatives abroad on the laws in force in various countries as to the registration of commercial firms has just been issued. The inquiry was asked for by the Board of Trade with especial reference to the question whether such firms are required to register the names of all responsible partners and of persons who are authorized to sign and act on their behalf. From the replies received, says the *Times*, it appears that all the foreign countries concerned have legislated on the subject, with the exception of Abyssinia; that there is no law in force requiring firms to register in British India; and that the following colonies have no legislation on the subject:—Barbados, Bermuda, British Central Africa, British Guiana, British Honduras, Cayman Islands, Cyprus, Dominica, East Africa Protectorate, Falkland Islands, Fiji, Gambia, Gibraltar, Hong Kong, Labuan, Leeward Islands, St. Helena, Sierra Leone, Somaliland, Southern Nigeria, Southern Rhodesia, Straits Settlements, the Transvaal, Trinidad, and Uganda. The Governor of the Bahamas states that the only Act in force in that colony dealing with the subject is an obsolete Act of the year 1861—"An Act to authorize the formation of partnerships with limited liability"—and that it does not appear that any firm has ever been registered under its provisions.

Court Papers. Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	AFFAIR COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday ..Jan. 11	Mr Synges	Mr Church	Mr Greswell	Mr Theod
Tuesday ..12	Goldschmidt	Synge	Beal	Church
Wednesday ..13	Greswell	Goldschmidt	Borror	Synge
Thursday ..14	Beal	Greswell	Leach	Goldschmidt
Friday ..15	Borror	Beal	Farmer	Greswell
Saturday ..16	Leach	Borror	Bloxam	Beal
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVA.
Monday ..Jan. 11	Mr Leach	Mr Goldschmidt	Mr Borror	Mr Bloxam
Tuesday ..12	Farmer	Greswell	Leach	Theod
Wednesday ..13	Bloxam	Beal	Farmer	Church
Thursday ..14	Theod	Borror	Bloxam	Synge
Friday ..15	Church	Leach	Theod	Goldschmidt
Saturday ..16	Synge	Farmer	Church	Greswell

[HILARY SITTINGS, 1909.]

COURT OF APPEAL.

AFFAIR COURT I.

Experts Applications and Appeals from the King's Bench Division (Interlocutory List) will be in the Paper for hearing on JANUARY 11th.

Other Business to be taken in this Court will from time to time be announced in the Daily Cause List.

AFFAIR COURT II.

Experts Applications, Appeals from the Chancery Division (Interlocutory List) and Appeals from the King's Bench Division (Final and New Trial List) will be in the Paper for hearing on JANUARY 11th.

Other Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.

MR. JUSTICE JOYCE.

Mon., Jan. 11	Sitting in chambers at 10.30
	(Mots in court at 2 o'clock)
Tuesday ..12	Sht caus, pets, fur con, and non-wit list
Wednesday ..13	Non-wit list
Thursday ..14	Non-wit list
Friday ..15	Mots and non-wit list
Saturday ..16	Liverpool and Manchester business
Monday ..18	Sitting in chambers
Tuesday ..19	Sht caus, pets, fur con, and non-wit list
Wednesday ..20	Non-wit list
Thursday ..21	Mots and non-wit list
Friday ..22	Manchester and Liverpool business
Saturday ..23	Sitting in chambers
Monday ..25	Sht caus, pets, fur con, and non-wit list
Tuesday ..26	Sht caus, pets, fur con, and non-wit list
Wednesday ..27	Non-wit list
Thursday ..28	Mots and non-wit list
Friday ..29	Manchester and Liverpool business
Saturday ..30	Sitting in chambers
Monday Feb. 1	Sht caus, pets, fur con, and non-wit list
Tuesday ..2	Sht caus, pets, fur con, and non-wit list
Wednesday ..3	Non-wit list
Thursday ..4	Non-wit list
Friday ..5	Mots and non-wit list
Saturday ..6	Non-wit list
Monday ..8	Sitting in chambers
Tuesday ..9	Sht caus, pets, fur con, and non-wit list
Wednesday ..10	Non-wit list
Thursday ..11	Non-wit list
Friday ..12	Mots and non-wit list
Saturday ..13	Liverpool and Manchester business
Monday ..15	Sitting in chambers
Tuesday ..16	Sht caus, pets, fur con, and non-wit list
Wednesday ..17	Non-wit list
Thursday ..18	Non-wit list
Friday ..19	Mots and non-wit list
Saturday ..20	Non-wit list
Monday ..22	Sitting in chambers
Tuesday ..23	Sht caus, pets, fur con, and non-wit list
Wednesday ..24	Non-wit list
Thursday ..25	Non-wit list
Friday ..26	Mots and non-wit list
Saturday ..27	Manchester and Liverpool business
Monday Mar. 1	Sitting in chambers
Tuesday ..2	Sht caus, pets, fur con, and non-wit list

Wednesday ..3	Non-wit list
Thursday ..4	Non-wit list
Friday ..5	Mots and non-wit list
Saturday ..6	Non-wit list
Monday ..8	Sitting in chambers
Tuesday ..9	Sht caus, pets, fur con, and non-wit list
Wednesday ..10	Non-wit list
Thursday ..11	Mots and non-wit list
Friday ..12	Liverpool and Manchester business
Saturday ..13	Sitting in chambers
Monday ..15	Sht caus, pets, fur con, and non-wit list
Tuesday ..16	Sht caus, pets, fur con, and non-wit list
Wednesday ..17	Non-wit list
Thursday ..18	Non-wit list
Friday ..19	Mots and non-wit list
Saturday ..20	Non-wit list
Monday ..22	Sitting in chambers
Tuesday ..23	Sht caus, pets, fur con, and non-wit list
Wednesday ..24	Non-wit list
Thursday ..25	Non-wit list
Friday ..26	Mots and non-wit list
Saturday ..27	Manchester and Liverpool business
Monday ..29	Sitting in chambers
Tuesday ..30	Sht caus, pets, fur con, and non-wit list
Wednesday ..31	Non-wit list
Thurs., Apl. 1	Non-wit list
Friday ..2	Mots and non-wit list
Saturday ..3	Non-wit list
Monday ..5	Sitting in chambers
Tuesday ..6	Sht caus, pets, fur con, and non-wit list
Wednesday ..7	Non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT I.

MR. JUSTICE SWINFEN EADY.

Mon., Jan. 11	Mots and non-wit list
Tuesday ..12	Companies Acts and non-wit list
Wednesday ..13	Non-wit list
Thursday ..14	Non-wit list
Friday ..15	Mots and non-wit list
Saturday ..16	Sht caus, pets, and non-wit list
Monday ..18	Sitting in chambers
Tuesday ..19	Companies Acts and non-wit list
Wednesday ..20	Non-wit list
Thursday ..21	Non-wit list
Friday ..22	Mots and non-wit list
Saturday ..23	Sht caus, pets, and non-wit list
Monday ..25	Sitting in chambers
Tuesday ..26	Companies Acts and non-wit list
Wednesday ..27	Non-wit list
Thursday ..28	Non-wit list
Friday ..29	Mots and non-wit list
Saturday ..30	Sht caus, pets, and non-wit list

Mon. Feb. 1	Sitting in chambers
Tuesday 2	Companies Acts and non-wit list
Wednesday 3	Non-wit list
Thursday 4	Mots and non-wit list
Friday 5	Sht caus, pets, and non-wit list
Saturday 6	Sitting in chambers
Monday 8	Companies Acts and non-wit list
Tuesday 9	Non-wit list
Wednesday 10	Mots and non-wit list
Thursday 11	Sht caus, pets, and non-wit list
Friday 12	Sitting in chambers
Saturday 13	Companies Acts and non-wit list
Monday 15	Non-wit list
Tuesday 16	Mots and non-wit list
Wednesday 17	Sht caus, pets, and non-wit list
Thursday 18	Sitting in chambers
Friday 19	Companies Acts and non-wit list
Saturday 20	Non-wit list
Monday 22	Mots and non-wit list
Tuesday 23	Sht caus, pets, and non-wit list
Wednesday 24	Sitting in chambers
Thursday 25	Companies Acts and non-wit list
Friday 26	Non-wit list
Saturday 27	Mots and non-wit list
Monday 29	Sht caus, pets, and non-wit list
Tuesday 30	Sitting in chambers
Wednesday 31	Companies Acts and non-wit list
Thurs. Apr. 1	Non-wit list
Friday 2	Mots and non-wit list
Saturday 3	Sht caus, pets, and non-wit list
Monday 5	Sitting in chambers
Tuesday 6	Companies Acts and non-wit list
Wednesday 7	Non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. The necessary papers, including two copies of minutes of the proposed judgment or order, must be left in court with the judge's clerk not less than one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate. These must be left in court with the judge's clerk not less than one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT II.

MR. JUSTICE WARRINGTON.

Except when other Business is advertised in the Daily Cause List, Mr. Justice WARRINGTON will take Actions with Witnesses daily throughout the Sittings.

CHANCERY COURT III.

MR. JUSTICE NEVILLE.

Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

KING'S BENCH COURT.
MR. JUSTICE EVE.
Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

CHANCERY COURT IV.
MR. JUSTICE PARKER.

Mon., Jan. 11	Chamber summonses at 10.30, mots in court at 2
Tuesday 12	Fur con and non-wit list
Wednesday 13	Non-wit list
Thursday 14	Mots and non-wit list
Friday 15	Sht caus, pets, and non-wit list
Saturday 16	Sitting in chambers
Monday 18	Companies Acts and non-wit list
Tuesday 19	Non-wit list
Wednesday 20	Mots and non-wit list
Thursday 21	Sht caus, pets, and non-wit list
Friday 22	Sitting in chambers
Saturday 23	Companies Acts and non-wit list
Monday 25	Non-wit list
Tuesday 26	Mots and non-wit list
Wednesday 27	Sht caus, pets, and non-wit list
Thursday 28	Sitting in chambers
Friday 29	Companies Acts and non-wit list
Saturday 30	Non-wit list

Mon., Feb. 1	Sitting in chambers
Tuesday 2	Companies Acts and non-wit list
Wednesday 3	Non-wit list
Thursday 4	Mots and non-wit list
Friday 5	Sht caus, pets, and non-wit list
Saturday 6	Sitting in chambers
Monday 8	Companies Acts and non-wit list
Tuesday 9	Non-wit list
Wednesday 10	Mots and non-wit list
Thursday 11	Sht caus, pets, and non-wit list
Friday 12	Sitting in chambers
Saturday 13	Companies Acts and non-wit list

Monday 15	Sitting in chambers
Tuesday 16	Fur con and non-wit list
Wednesday 17	Non-wit list
Thursday 18	Mots and non-wit list
Friday 19	Sht caus, pets, and non-wit list
Saturday 20	Sitting in chambers
Monday 22	Companies Acts and non-wit list
Tuesday 23	Non-wit list
Wednesday 24	Mots and non-wit list
Thursday 25	Sht caus, pets, and non-wit list
Friday 26	Sitting in chambers
Saturday 27	Companies Acts and non-wit list

Monday 29	Sitting in chambers
Tuesday 30	Companies Acts and non-wit list
Wednesday 31	Non-wit list
Thurs. Apr. 1	Mots and non-wit list
Friday 2	Sht caus, pets, and non-wit list
Saturday 3	Sitting in chambers
Monday 5	Companies Acts and non-wit list
Tuesday 6	Non-wit list
Wednesday 7	Mots and non-wit list
Thursday 8	Sht caus, pets, and non-wit list
Friday 9	Sitting in chambers
Saturday 10	Companies Acts and non-wit list

Monday 12	Sitting in chambers
Tuesday 13	Fur con and non-wit list
Wednesday 14	Non-wit list
Thursday 15	Mots and non-wit list
Friday 16	Sht caus, pets, and non-wit list
Saturday 17	Sitting in chambers
Monday 19	Companies Acts and non-wit list
Tuesday 20	Non-wit list
Wednesday 21	Mots and non-wit list
Thursday 22	Sht caus, pets, and non-wit list
Friday 23	Sitting in chambers
Saturday 24	Companies Acts and non-wit list

Monday 26	Sitting in chambers
Tuesday 27	Fur con and non-wit list
Wednesday 28	Non-wit list
Thursday 29	Mots and non-wit list
Friday 30	Sht caus, pets, and non-wit list
Saturday 31	Sitting in chambers
Monday 2	Companies Acts and non-wit list
Tuesday 3	Non-wit list
Wednesday 4	Mots and non-wit list
Thursday 5	Sht caus, pets, and non-wit list
Friday 6	Sitting in chambers
Saturday 7	Companies Acts and non-wit list

Monday 9	Sitting in chambers
Tuesday 10	Fur con and non-wit list
Wednesday 11	Non-wit list
Thursday 12	Mots and non-wit list
Friday 13	Sht caus, pets, and non-wit list
Saturday 14	Sitting in chambers
Monday 16	Companies Acts and non-wit list
Tuesday 17	Non-wit list
Wednesday 18	Mots and non-wit list
Thursday 19	Sht caus, pets, and non-wit list
Friday 20	Sitting in chambers
Saturday 21	Companies Acts and non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary Papers, including two copies of the minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

High Court of Justice.—King's Bench Division

HILARY SITTINGS, 1909.

Dates.	LORD CHIEF JUSTICE.	GRAYSON, J.	LAWSON, J.	ERDLEY, J.	BIGGAL, J.	DARLING, J.	CHAMBERLAIN, J.	PHILLIMORE, J.	BOCKLE, J.	WALTON, J.	JULY, J.	BRAY, J.	A. T. LAWRENCE, J.	SUTTON, J.	PICKFORD, J.	LORD GOLDFINGER, J.
1909.																
Jan. 11	Div. Court	Central Criminal Ct.	Circuit 5 in South Eastern Division to Hertford	S.J. 2	Bankruptcy & Div. Ct.	Circuit 2 in Midland & Yorkshire to Warwick	N.J. 1	S.J. 1	N.J. 2	Divisional Court	C.J.	Commerce' List	Circuit 11 N.E. York to Leeds	C.J. 1	Circuit 9 S. & N. Wales Haverford-west to Mold	Circuit 9 N. & N.E. Lancashire to Leeds
" 16	"	Circuit 7 First Oxford Reading to Shrewsbury	"	"	"	"	"	"	"	"	"	"	"	"	"	"
Feb. 3	(Con. Cr. Ct. intervening)	"	"	"	"	"	Revenue Paper	"	"	"	"	"	"	"	"	"
" 6	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 11	"	"	S.J. 1 in Western Division to Bristol	Circuit 7	"	"	"	"	Circuit 6 2nd S. & N.E. Wales to Bristol	"	"	"	"	"	"	"
" 16	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 22	Circuit 10 Northern & Chester Chester, Manchester and Liverpool.	S.J. 1	"	"	"	C.J. 1	Circuit 2 2nd Midland Nottingham to Birmingham	Divisional Court	"	"	"	"	N.J. 1	Circuit 13 N. Chester, Manchester and Liverpool	"	C.J. 1
Mar. 3	"	"	"	"	"	"	"	Con. Cr. Ct.	"	"	"	"	"	"	"	"
" 8	"	"	"	"	"	"	"	Divisional Court	"	"	"	"	"	"	"	"
" 22	Div. Court	"	"	"	"	Divisional Court	Special Paper.	Circuit 1 S. & N. Wales Cardiff	N.J. 2	Eastern Vacation	Divisional Court	Circuit 2 S. & N. Wales Cardiff	N.J. 1	C.J. 1	Commerce' List	C.J. 2
" 31	"	"	"	"	"	"	Con. Cr. Ct.	"	"	Circuit 4 Leeds & N. Leeds, Manchester and Liverpool	"	"	"	"	"	"
April 7	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

Circuits of the Judges.

The following Judges will remain in town: BIGHAM, J., PHILLIMORE, J., WALTON, J., and BRAY, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

WINTER ASSIZES, 1909.	NORTHERN AND NORTH-EASTERN.	S. AND N. WALES.
Commission Days.	N. EASTERN.	W. WALES.
Monday, Jan. 11	York	Fife, Jan. 15
Tuesday, Jan. 12	A. T. Lawrence, J.	Leicester
Wednesday, Jan. 13	Buckingham, J. (1)	Leicester
Thursday, Jan. 14	Buckingham, J. (2)	Leicester
Friday, Jan. 15	Buckingham, J. (3)	Leicester
Saturday, Jan. 16	Buckingham, J. (4)	Leicester
Sunday, Jan. 17	Buckingham, J. (5)	Leicester
Monday, Jan. 18	Buckingham, J. (6)	Leicester
Tuesday, Jan. 19	Buckingham, J. (7)	Leicester
Wednesday, Jan. 20	Buckingham, J. (8)	Leicester
Thursday, Jan. 21	Buckingham, J. (9)	Leicester
Friday, Jan. 22	Buckingham, J. (10)	Leicester
Saturday, Jan. 23	Buckingham, J. (11)	Leicester
Sunday, Jan. 24	Buckingham, J. (12)	Leicester
Monday, Jan. 25	Buckingham, J. (13)	Leicester
Tuesday, Jan. 26	Buckingham, J. (14)	Leicester
Wednesday, Jan. 27	Buckingham, J. (15)	Leicester
Thursday, Jan. 28	Buckingham, J. (16)	Leicester
Friday, Jan. 29	Buckingham, J. (17)	Leicester
Saturday, Jan. 30	Buckingham, J. (18)	Leicester
Sunday, Jan. 31	Buckingham, J. (19)	Leicester
Monday, Feb. 1	Buckingham, J. (20)	Leicester
Tuesday, Feb. 2	Buckingham, J. (21)	Leicester
Wednesday, Feb. 3	Buckingham, J. (22)	Leicester
Thursday, Feb. 4	Buckingham, J. (23)	Leicester
Friday, Feb. 5	Buckingham, J. (24)	Leicester
Saturday, Feb. 6	Buckingham, J. (25)	Leicester
Sunday, Feb. 7	Buckingham, J. (26)	Leicester
Monday, Feb. 8	Buckingham, J. (27)	Leicester
Tuesday, Feb. 9	Buckingham, J. (28)	Leicester
Wednesday, Feb. 10	Buckingham, J. (29)	Leicester
Thursday, Feb. 11	Buckingham, J. (30)	Leicester
Friday, Feb. 12	Buckingham, J. (31)	Leicester
Saturday, Feb. 13	Buckingham, J. (32)	Leicester
Sunday, Feb. 14	Buckingham, J. (33)	Leicester
Monday, Feb. 15	Buckingham, J. (34)	Leicester
Tuesday, Feb. 16	Buckingham, J. (35)	Leicester
Wednesday, Feb. 17	Buckingham, J. (36)	Leicester
Thursday, Feb. 18	Buckingham, J. (37)	Leicester
Friday, Feb. 19	Buckingham, J. (38)	Leicester
Saturday, Feb. 20	Buckingham, J. (39)	Leicester
Sunday, Feb. 21	Buckingham, J. (40)	Leicester
Monday, Feb. 22	Buckingham, J. (41)	Leicester
Tuesday, Feb. 23	Buckingham, J. (42)	Leicester
Wednesday, Feb. 24	Buckingham, J. (43)	Leicester
Thursday, Feb. 25	Buckingham, J. (44)	Leicester
Friday, Feb. 26	Buckingham, J. (45)	Leicester
Saturday, Feb. 27	Buckingham, J. (46)	Leicester
Sunday, Feb. 28	Buckingham, J. (47)	Leicester
Monday, Feb. 29	Buckingham, J. (48)	Leicester
Tuesday, Feb. 30	Buckingham, J. (49)	Leicester
Wednesday, Feb. 31	Buckingham, J. (50)	Leicester

* These dates are subject to alteration.

The Date of the Cardiff Assizes will appear in the Spring Circuit Paper.

COURT OF APPEAL.

HILARY SITTINGS, 1909.

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1908.

In re Clifford, dec Hart and ors v Reeve and ors appl of debts from order of Mr Justice Neville, dated Nov 16, 1907 March 6 (s o not before March 1, 1909)

Attorney-Gen v Birmingham, &c, Drainage Board appl of debts from judgt of Mr Justice Kekewich, dated Nov 21, 1907 March 14 (s o 2nd day Hilary, 1909)

White v Summers appl of debt from order of Mr Justice Parker, dated April 6, 1908 April 10

In the Matter of the Trusts of the University of London Medical Sciences Institute Fund Fowler v The Attorney-Gen appl of Attorney-Gen from order of Mr Justice Joyce, dated July 18, 1908 Aug 5 (To be heard in Court of Appeal No I)

The Mayor, Aldermen and Councillors of the City of Westminster v The Rector and Churchwardens of the Parish of St George's, Hanover Square appl of debts from judgt of Mr Justice Warrington, dated July 31, 1908 Aug 12

Swaagman v Swaagman appl of plttf from order of Mr Justice Joyce, dated Feb 14, 1908, and cross-notice by debt, dated Oct 14, 1908 Oct 10

In re Craven, dec Crowdsen v Craven and ors appl of plttf from order of Mr Justice Swinfen Eady, dated June 19, 1908 Oct 12

Hicklin v Aron appl of plttf from order of Mr Justice Warrington, dated July 17, 1908 Oct 12

Nussey v The Provincial Bill Posting Co ld appl of debt, E Eddison, from order of Mr Justice Warrington, dated June 4, 1908 Oct 19

Mashonaland Ry Co ld v Beira Ry Co ld and ors appl of J H H Duncan and ors, debts, from order of Mr Justice Neville, dated July 10, 1908 Oct 21

Midland Trust ld and ors v Austin Fryers and ors appl of debts, Frank Warr and Co, from order of Mr Justice Joyce, dated May 22, 1908 Oct 27

Terrell and anr v Gaskell and anr appl of debt, F E Terrell, from order of Mr Justice Eve, dated July 21, 1908 Oct 30

In re Bassett, dec Garle and anr v Bassett and ors appl of debts, John Henry Bassett and Thomas Bassett, from order of Mr Justice Swinfen Eady, dated July 17, 1908 Nov 4

The Staveley Coal and Iron Co ld v The Midland Ry Co appl of plttfs from judgt of Mr Justice Warrington, dated July 30, 1908 Nov 12

In re The Companies Acts, 1862 to 1890 and In re The Dover Coalfield Extension Id appl of Liquidator from order of Mr Justice Swinfen Eady, dated Oct 19, 1908 (produce order) Nov 14 Same v Same against order admitting proof of W J Cousins Nov 14 Same v Same against order admitting proof of C F N Fonrobet Nov 14

Paris v Clinton appl of plttf from order of Mr Justice Warrington, dated July 9, 1908 Nov 19

Ebbert v Fowler appl of plttf from judgt of Mr Justice Joyce, dated Oct 20, 1908 Nov 23

In re William Stevens, dec Stevens v Stevens and ors appl of debts from order of Mr Justice Neville, dated Nov 12, 1908 (produce order) Nov 25

Hornmuth v Merino appl of plttf from order of Mr Justice Warrington, dated Nov 10, 1908 Nov 26

Hickton's Patent Syndicate v The Patents and Machine Improvement Co ld and Percy Towle appl of plttfs from order of Mr Justice Swinfen Eady, dated Nov 14, 1908 Dec 2

The British United Shoe Machinery Co ld v Simon Collier ld appl of plttfs from order of Mr Justice Parker, dated Nov 13, 1908 (produce order) Dec 3

Attorney-Gen v The Mayor, &c, of Plymouth and anr appl of plttf from order of Mr Justice Swinfen Eady, dated Oct 24, 1908 Dec 5

In re The Companies Acts, 1862 to 1907 and In re The Domains Co ld appl of petitioners from order of Mr Justice Neville, dated Dec 1, 1908 Dec 5

In the Matter of The Arbitration Act, 1889, and In re The Matter of an Arbitration between The Law Guarantee and Trust Soc and The Law Accident Insurance Soc ld appl of The Law Accident Insurance Soc ld from order of Mr Justice Warrington (special case), dated Nov 18, 1908 Dec 5

In re The Trade Marks Act, 1905, and In re Applications Nos 273,053 and 273,171 of the Gutta Percha and Rubber Manufacturing Co of Toronto ld appl of applts, The Gutta Percha, &c Co, from judgt, of Mr Justice Neville, dated Nov 28, 1908 (produce order) Dec 16

Davis v The Gas Light and Coke Co appl of debts from order of Mr Justice Warrington, dated Dec. 3, 1908 (produce order) Dec 18

Clement Talbot ld v Wilson and Sutcliffe appl of debts from order of Mr Justice Eve, dated Nov 10, 1908 Dec 18

Norton v Fox appl of plttf from order of Mr Justice Swinfen Eady, dated Dec 21, 1908 (produce order) Dec 22

Ross v Sartorius appl of plttf from order of Mr Justice Warrington, dated Dec 21, 1908 (produce order) Dec 23

In re certain Freehold hereditaments, situate at Bolton, and In the Matter of the Settled Land Acts, 1882 to 1890 appl of applicant from order of Mr Justice Joyce, dated Dec 14, 1908 (produce order) Dec 23

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISION.

(Interlocutory List.)

1908.

Minerals Separation ld v The Ore Concentration Co (1905) ld appl of plttfs from order of Mr Justice Neville, dated Nov 23, 1908 Dec 5

Parish v The Mexico Electric Tramways ld and ors appl of plttf from order of Mr Justice Eve, dated Dec 9, 1908 (produce order) Dec 22

Goodrich v Lambert appl of debt from order of Mr Justice Neville, dated Dec 11, 1908 (produce order) Dec 23

FROM THE PROBATE AND DIVORCE DIVISION.

(General List.)

1908.

Divorce Harriman, Lily Isabel (petnr) v Harriman, William Vines (resp) appl of petnr, in *forma pauperis* by order, from judgt of Mr Justice Bucknill, dated April 29, 1908 To be heard by full Court of Appeal (Dec. 14, 1908)

(New Trial Paper.)

1908.

Probate Niepel and anr v Kluge appl of debt from judgt of Mr Justice Bargrave Deane and a jury, Middlesex, dated Dec 3, 1908 Dec 11
Probate in the Estate of James Turley, dec Shephard v Turley (widow) appl of debt from judge of The President and a jury, Middlesex, dated Dec 9, 1908 Dec 17

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1908.

In re James Odgen, dec Taylor and ors v Sharp and ors appl of debt, A Sharpe, from judgt of The Vice-Chancellor of the County Palatine of Lancaster, dated July 29, 1908 Oct 20
In re Elizabeth Lyon, dec Hibbert v Wood appl of T S Wood from judgt of The Vice-Chancellor of the County Palatine of Lancaster, dated July 13, 1908 Nov 2
The Rochdale Canal Co v Crawford Spinning Co ld appl of ptffs from judgt of The Vice-Chancellor of the County Palatine of Lancaster, dated July 28, 1908 Nov 9
In the Matter of the Trusts of A Rowe, dec Taberner and anr v A J Rowe (widow) and ors appl of debts from judgt of The Vice-Chancellor of the County Palatine of Lancaster, dated Oct 12, 1908 Dec 3
Lancashire and Yorkshire Ry Co v ors v Coutts and ors appl of J A Orrell from judgt of The Vice-Chancellor of the County Palatine of Lancaster, dated Nov 9, 1908 Dec 4

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re G S Bell (expte The Bankrupt) from an order of the Hon Mr Justice Bigham, dated the 30th Nov, 1908, declaring that certain jewellery and effects belong to the Trustee herein.

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1907.

Carlisle Rural District Council v Mayor, &c, of Carlisle (W Kennedy, 3rd party) appl of ptffs from judgt of Mr Justice Channell, dated July 6, 1907 Aug 15 (restored June 19, 1908—for Oct 12)

1908.

Karno v Pathe Freres appl of ptff from judgt of Mr Justice Jelf, dated April 29, 1908 May 23
Kidston v Pitt-Rivers appl of ptff from judgt of Justices Darling and Phillimore, dated May 19, 1908 May 27
Rawlings v Rawlings appl of debt from judgt of Mr Justice Bray, without a jury, Glamorgan, dated May 2, 1908, and original motion by ptff, dated June 29, 1908 May 29
Rushbrook v Grimsby Palace Theatre and Buffet ld appl of debts from judgt of Justices Darling and Phillimore, dated May 14, 1908 June 2
Coldrick v Partridge, Jones and Co ld appl of ptff for judgt or new trial on appl from verdict and judgt, dated May 22, 1908, at trial before Mr Justice Bray and a special jury, Glamorgan June 2
Burdin and Co v The Fruit Juice Co ld appl of debts from judgt of Mr Justice Grantham without a jury, Middlesex, dated May 27, 1908 June 3
In the Matter of the Arbitration Act, 1889, and in the Matter of an Arbitration between Charles A Brentnall and James Byrne appl of James Byrne from judgt of Justices Channell and Sutton, dated May 13, 1908 June 3
The King v His Honour Judge Snagge and ors appl of B J Bridgman (Prohibition) from judgt of The Lord Chief Justice and Justices Darling and Sutton, dated May 25, 1908 June 6 Same v Same (Certiorari) June 6
H Swain v Marks appl of debt from judgt of Mr Justice A T Lawrence, without a jury, Middlesex, dated May 21, 1908 June 12
The Rhondda Valley Breweries Co ld (appils) v The Assessment Committee of the Pontypridd Union, &c (respts) appl of respts from judgt of The Lord Chief Justice and Justices Darling and Sutton, dated May 28, 1908 June 16
Cooper v Kendall appl of ptff from judgt of Mr Justice Darling, without a jury, Middlesex, dated May 30, 1908 June 18
The Bede Shipping Co ld v O'Donovan, Kreiger and Schliemann ld appl of ptffs from judgt of Justices Ridley and Darling, dated April 8, 1908 June 22
Buitenlandse Bank v Marconi's Wireless Telegraph Co ld appl of ptffs from judgt of Mr Justice Bigham, without a jury, London, dated April 3, 1908 June 24
Griffiths v Fleming and ors appl of debts from judgt of Mr Justice Pickford, jury discharged, Salford Division of the County of Lancaster, dated June 2, 1908 June 29
Cuthbertson v Sherwood, Baker and Hart appl of ptff from order of Mr Justice Jelf in Chambers, dated June 5, 1908 June 30

Frankau v The Berkley Syndicate ld and ors appl of debts for judgt or new trial on appl from verdict and judgt, dated June 24, 1908, at trial before The Lord Chief Justice and a special jury, Middlesex July 1

Tinkley v Tinkley appl of ptff from judgt of Mr Justice Sutton and a common jury, Middlesex, dated May 30, 1908 (entered by leave of Court of Appeal of July 3, 1908) July 7

Middlesex County Council v Kingsbury Urban District Council appl of debts from order of Mr Justice Grantham, without a jury, Middlesex, dated May 9, 1908 July 10

Reigate Rural District Council v Sutton District Water Works (J A Ewart, 3rd party) appl of ptffs from judgt of Justices Channell and Sutton, dated April 29, 1908 July 11

Floyd (an infant) and anr v Gibson appl of debt for judgt or new trial on appl from verdict and judgt, dated July 9, 1908, at trial before Mr Justice Lawrence and a special jury, Middlesex July 11

Leigh v Travers appl of debt for judgt or new trial on appl from verdict and judgt, dated June 26, 1908, at trial before Mr Justice Bigham and a common jury, Durham July 13

The Republic of Bolivia v The Indemnity Mutual Marine Assce. Co ld appl of ptffs from judgt of Mr Justice Pickford, without a jury, Middlesex, dated June 15, 1908 July 14

Cowley v Taylor and ors appl of ptffs from judgt of Justices Ridley and Darling, dated April 7, 1908 July 14

Day and anr v Whitehead appl of ptffs from judgt of Mr Justice Walton, without a jury, Middlesex, dated May 5, 1908 July 15

The Southern Counties Vacuum Cleaner Co ld v The Junior Army and Navy Stores ld appl of debts from judgt of Mr Justice Channell, without a jury, Middlesex, dated June 20, 1908 July 16

In the Matter of an Arbitration between Etherington and Lancashire and Yorkshire Accident Insc Co ld appl of Lancashire and Yorkshire Co from judgt of Mr Justice Channell (special case), dated July 6, 1908 July 16

Levene v Brougham appl of debt from judgt of Mr Justice Ridley, without a jury, Middlesex, dated July 8, 1908 July 17

Spillers and Bakers ld v Davey appl of debt from judgt of Mr Justice Phillimore, without a jury, Middlesex, dated July 6, 1908 July 17

Novocastrian Shipping Co ld v Bainbridge appl of ptffs for judgt or new trial on appl from verdict and judgt, dated July 9, 1908, at trial before Mr Justice Bigham and a special jury, Newcastle-on-Tyne July 18 Same v Lambton appl of debt for judgt or new trial on appl from verdict and judgt, dated July 9, 1908, at trial before Mr Justice Bigham and a special jury, Newcastle-on-Tyne (advanced) July 31

In the Matter of the Petition of Right of Everard Charles de Peyer (Suppliant) v The King (deft) appl of de Peyer for judgt or new trial on appl from verdict and judgt, dated July 13, 1908, at trial before Mr Justice Lawrence and a common jury, Middlesex July 20

Attorney-Gen v Herbert Till (Revenue Side) appl of debt from judgt of The Lord Chief Justice, dated July 10, 1908 July 21

Maison Charles Zuns Societe Anonyme (trading in England as Charles Zuns ld) v Watson Slack and Messrs H D Boret appl of debt H D Boret from judgt of Mr Justice Ridley, without a jury, Middlesex, dated July 2, 1908 July 21

Jackson v Watson and Sons appl of debts from judgt of Mr Justice A T Lawrence, special jury, Stafford, dated July 16, 1908 July 24

Geirionydd District Council v Green and anr appl of debts from judgt of Justices Channell and Sutton, dated May 4, 1908 July 27

Spillers and Bakers ld v The Great Western Ry Co (Railway and Canal Commission) appl of The Great Western Ry Co from judgt of Mr Justice A T Lawrence, The Hon A E Gathorne Hardy, and Sir James Woodhouse July 28

Gosney v Bristol, &c, Trade and Provident Soc appl of ptff from judgt of Justices Channell and Sutton, dated July 14, 1908 July 28

Genney and anr v Williams Bros appl of ptffs from judgt of Mr Justice Bigham, without a jury, Middlesex, dated July 3, 1908, and cross-notice by debts, dated Nov 28, 1908 July 29

Addis v Gramophone Co ld, &c appl of debts for judgt or new trial on appl from verdict and judgt, dated July 6, 1908, at trial before Mr Justice Darling and a special jury, Middlesex July 29

Provincial Bill Posting Co ld v Low-Moor Co ld appl of ptffs from judgt of Mr Justice Bigham, Leeds, dated July 22, 1908 July 31

Elliott v Lazarus appl of ptff from judgt of Mr Justice Jelf, without a jury, Surrey, dated July 30, 1908 Aug 1

Hodson and Onyett v Skinner appl of debt from judgt of Mr Justice Bray, dated July 15, 1908 Aug 5

Higgins v Searle appl of debt from judgt of Mr Justice Lawrence, special jury, Bodmin, dated July 18, 1908 Aug 5

Gray v Fearn appl of debt from judgt of Mr Justice Bigham and a common jury, Leeds, dated July 20, 1908 Aug 5

Delaney v Earby Water Co ld appl of debts for judgt or new trial on appl from verdict and judgt, dated July 28, 1908, at trial before Mr Justice Grantham and a special jury, Leeds Aug 5

Burch v Saving Stamp Co appl of ptff for judgt or new trial on appl from verdict and judgt, dated July 6, 1908, at trial before Mr Justice Walton and a common jury, Chelmsford Aug 5

David v Britannic Merthyr Coal Co appl of ptff for judgt or new trial on appl from verdict and judgt, dated July 30, 1908, at trial before Mr Justice Channell and a special jury, Swansea Aug 5

Jenkins v Same appl of ptff for judgt or new trial on appl from verdict and judgt, dated July 30, 1908, at trial before Mr Justice Channell and a special jury, Swansea Aug 5

A Evans v Same appln of plttf for judgt or new trial on appl from verdict and judgt, dated July 30, 1908, at trial before Mr Justice Channell and a special jury, Swansea Aug 5

M Evans v Same appln of plttf for judgt or new trial on appl from verdict and judgt, dated July 30, 1908, at trial before Mr Justice Channell and a special jury, Swansea Aug 5

Miles and anr v Same appln of plttfs for judgt or new trial on appl from verdict and judgt, dated July 30, 1908, at trial before Mr Justice Channell and a special jury, Swansea Aug 5

White v Same appln of plttf for judgt or new trial on appl from verdict and judgt, dated July 30, 1908, at trial before Mr Justice Channell and a special jury, Swansea Aug 5

Meredith v Fastnut appln of deft for judgt or new trial on appl from verdict and judgt, dated July 24, 1908, at trial before Mr Justice Ridley and a common jury, Birmingham Aug 5

Imperial Ottoman Bank v Moss SS Co ld and Bell's Asia Minor SS Co ld appl of defts Bell's Asia Minor SS Co ld from judgt of Mr Justice Pickford, without a jury, Middlesex, dated July 25, 1908, and cross-notice by plttf dated Aug 11 Aug 6

Ocean Accident and Guarantee Corpn ld v Dewynter appl of deft from judgt of Mr Justice Walton, without a jury, Middlesex, dated May 7, 1908 Aug 7

Wilkes v Mason and ors appl of deft W R Wood from judgt of Mr Justice Sutton and a common jury, Middlesex, dated July 21, 1908 Aug 11

Saxby v Fulton appl of deft from judgt of Mr Justice Bray, dated July 27, 1908 Aug 11

Gardner v Youlten appl of deft from judgt of The Lord Chief Justice (jury discharged), Middlesex, dated July 7, 1908, and cross-notice by plttf, dated Oct 20, 1908 (security ordered Nov 7) Aug 11

Patent Conveyor Co ld v Cooper appln of deft for judgt or new trial on appl from verdict and judgt, July 23, 1908, at trial before Mr Justice Ridley and a special jury, West Riding Division of County of York Aug 13

Stroud v Thompson (a firm) appln of defts for judgt or new trial on appl from verdict and judgt, dated July 25, 1908, at trial before Mr Justice Ridley and a special jury, Birmingham Aug 15

Redfern v Hope appl of deft from judgt of Justices Channell and Sutton, dated July 2, 1908 Aug 18

Thornton v England and Wife appln of plttf for judgt or new trial on appl from verdict and judgt, dated July 6, 1908, at trial before Mr Justice Lawrance and a special jury, Bristol, and cross-notice by defts, dated July 31, 1908 Aug 20

Andrew Weir and Co and ors v The Scottish Australian Mining Co ld appl of plttfs from judgt of Mr Justice Pickford, without a jury, Middlesex, dated May 25, 1908 Sept 5

Zunz v Slack and ors appl of plttfs from judgt of Mr Justice Ridley, without a jury, Middlesex, dated July 2, 1908 Sept 18

Post v Pontifex appl of plttf from judgt of The Lord Chief Justice (special jury discharged), Middlesex, dated May 25, 1908 Sept 28

Mapey v Baker appl of plttf from judgt of Mr Justice Walton, without a jury, Middlesex, dated July 23, 1908 Oct 6

Jackson and anr v Jarman and anr Same v John and anr Same v Giles and anr appln of defts for judgt or new trial on appl from verdict and judgt, dated July 22, 1908, at trial before Mr Justice Channell and a special jury, Glamorganshire (consolidated by order, dated March 31, 1908) Oct 9

Mayor, &c, of Canterbury v Cooper appl of deft from judgt of Justices Channell and Sutton, dated July 1, 1908 Oct 10

Naylor v Park Gate Iron and Steel Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated July 30, 1908, at trial before Mr Justice Grantham and a special jury, West Riding Division of the County of York Oct 12

Cormack v Commissioners in Lunacy and ors appl of Jane Cormack in person from judgt of Mr Justice Bray, dated July 20, 1908 Oct 13

Abingdon Ecco v Cook and anr appl of defts from judgt of Mr Justice Lawrance, without a jury, Middlesex, dated July 25, 1908 Oct 17

Dickinson and Son v Powell appl of plttfs from order of Mr Justice Bigham, without a jury, Bradford District Registry, dated July 21, 1908 Oct 19

Barker v Sutcliffe and anr appl of plttf from judgt of Mr Justice Bigham, without a jury, Leeds, dated July 22, 1908 Oct 20

In the Matter of two Solicitors and an unqualified person (expte The Incorporated Law Soc) appl of H R Newson from judgt of Justices Lawrance, Jelf, and Sutton, dated July 22, 1908 Oct 29

Wild v Bolton and In the Matter of an issue between Chandler and anr v Wild appl of deft A F V Wild from judgt of Mr Justice Channell, without a jury, Middlesex, dated Oct 16, 1908 Oct 30

In the Matter of Arthur Mellor Bramwell and Sidney White (carrying on business as Bramwell & White, Solrs) appl of A M Bramwell and S White from judgt of The Lord Chief Justice and Mr Justice Walton, dated Oct 23, 1908 Oct 31

Kent County Council v Kent Coal Concessions ld appl of defts from judgt of Mr Justice Jelf (jury discharged), Kent, dated Oct 21, 1908 Nov 3

The Comptoir National D'Escompte de Paris v Law, Car and General Inace Corpn ld appl of defts from judgt of Mr Justice Bray (Commercial List), dated Oct 20, 1908 Nov 3

Smith v Legrand appl of deft from judgt of Mr Justice Phillimore, dated Oct 22, 1908 Nov 6

In re an Arbitration between James Nelson and Sons ld and The Nelson Line (Liverpool) ld appl of James Nelson and Sons from judgt of Mr Justice Jelf (Special case), dated Oct 21, 1908 Nov 7

Mayer v Crowley appl of plttf from judgt of Mr Justice Channell, without a jury, Middlesex, dated Oct 21, 1908 (security ordered and stay granted Dec 7, stay extended to after taxation and then 10 days more, Dec 21) Nov 7

Torrance v Ilford Urban District Council appl of defts from judgt of The Lord Chief Justice and Mr Justice Sutton, dated Oct 27, 1908 Nov 7

Fleming and ors (appls) v London County Council (respts) appl of respts from judgt of The Lord Chief Justice and Mr Justice Walton, dated Nov 2, 1908 Nov 14

Cochran and Amery Parkes v The London Pavilion Co ld appl of plttf John Amery Parkes from judgt of Mr Justice Ridley, special jury, Middlesex, dated Oct 29, 1908 Nov 16

Wagstaff v Perry and anr appl of defts from judgt of Mr Justice Grantham, without a jury, Middlesex, dated Oct 16, 1908 Nov 16

Holmes v Anstruther, Thomson and anr appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 9, 1908, at trial before Mr Justice Ridley and a special jury, Middlesex Nov 16

Harper v Alexander and ors appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 9, 1908, at trial before Mr Justice Sutton and a common jury, London Nov 16

Pitts and ors (appls) v Michelmores (respt) appl of appls from judgt of The Lord Chief Justice and Justices Walton and Sutton, dated Nov 4, 1908 Nov 18

Chapman v Smethurst appl of deft from judgt of Mr Justice Channell, without a jury, Middlesex, dated Nov 4, 1908 Nov 21

Atkinson and anr v Surrey Vaudeville Theatre ld appln of plttfs for judgt or new trial on appl from verdict and judgt, dated Nov 13, 1908, at trial before Mr Justice Ridley and a special jury, Middlesex, and notice of cross-appl by defts, dated Nov 21, 1908 Nov 24

Fletcher v Nottidge and ors appl of defts from judgt of Mr Justice Bucknill, without a jury, Middlesex, dated Nov 12, 1908 Nov 25

Neale v The Bartitsu Light Cure Institute ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 20, 1908, at trial before Mr Justice Grantham and a special jury, Middlesex Nov 25

Macdonald v Lugton & Co ld appl of defts from judgt of Mr Justice Channell, without a jury, Middlesex, dated Nov 12, 1908 Nov 27

Butterworth v Graham appln of deft for judgt or new trial on appl from verdict and judgt, dated Nov 23, 1908, at trial before Mr Justice Lawrance and a special jury, Middlesex Dec 1

Regents Canal and Dock Co (appls) v London County Council (respts) appl of appls from judgt of The Lord Chief Justice and Justices Walton and Sutton, dated Nov 5, 1908 Dec 3

T A Jones v E Hulton and Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 23, 1908, at trial before Mr Justice Channell and a special jury, Manchester Dec 3

Nicolas v Laurence appln of deft for judgt or new trial on appl from verdict and judgt, dated Dec 2, 1908, at trial before Mr Justice Grantham and a special jury, Middlesex (for Jan 11, by order) Dec 3

Rowley v Hyatts ld appln of plttf for judgt or new trial on appl from verdict and judgt, dated Nov 18, 1908, at trial before Mr Justice Phillimore and a special jury, Middlesex Dec 7

Milne and ors v Mersey Weaver and Ship Canal Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Nov 25, 1908, at trial before Mr Justice Channell and a special jury, Manchester Dec 8

E Le Bas v The Mellingsriffith Co ld appl of defts from judgt of Mr Justice Bray, without a jury, Middlesex, dated Nov 27, 1908 Dec 9

Taylor and Sons ld v The British Northrop Loom Co ld appln of plttfs for judgt or new trial on appl from verdict and judgt, dated Nov 24, 1908, at trial before Mr Justice Channell and a special jury, Manchester Dec 9

R L S Smith v W H Whiteman and anr appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 9, 1908, at trial before Mr Justice Grantham and a special jury, Middlesex Dec 10

Grand Maison d'Automobiles ld v Beresford appl of deft from judgt of Mr Justice Phillimore, without a jury, Middlesex, dated Nov 30, 1908 Dec 15

Macauley, D N v Gt Northern, Piccadilly and Brompton Ry Co appl of plttf from judgt of Mr Justice Lawrance, special jury, Middlesex, dated Dec 3, 1908 Dec 15

Macauley, M L v Same appl of plttf from judgt of Mr Justice Lawrance, special jury, Middlesex, dated Dec 3, 1908 Dec 15

Hill v Provincial Homes Investment Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 2, 1908, at trial before Mr Justice Channell and a special jury, Manchester Dec 15

Maplethorpe v Provincial Home Investment Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated Dec 2, 1908, at trial before Mr Justice Channell and a special jury, Manchester Dec 15

Jones v Goode and The British Motorium Co ld appl of plttf from judgt of Mr Justice Darling, jury discharged, Middlesex, dated Nov 30, 1908 Dec 16

Theobald v Brettell appln of deft for judgt or new trial on appl from verdict and judgt, dated Dec 1, 1908, at trial before The Lord Chief Justice and a common jury, Birmingham Dec 16

Morgan v Meadowcroft and Wharton appl of defts from judgt of Mr Justice Ridley, without a jury, Swansea, dated Dec 15, 1908 Dec 18
Dent and Hellyer v Playfair and Toole appl of defts from judgt of Mr Justice Phillimore, without a jury, Middlesex, dated Nov 19, 1908 Dec 18

Lever Bros ld v Baines and Co ld appln of plttfs for judgt or new trial on appl from verdict and judgt, dated Dec 15, 1908, at trial before Mr Justice Coleridge and a special jury, Liverpool Dec 18

Gaunt v Haley appln of deft for judgt or new trial on appl from verdict and judgt, dated Dec 5, 1908, at trial before Mr Justice A T Lawrence and a special jury, Leeds Dec 18

Durlacher v Davis appl of deft from judgt of Mr Justice Phillimore, dated Dec 7, 1908 Dec 19

Modera v Bartelot appln of deft for judgt or new trial on appl from verdict and judgt, dated Dec 10, 1908, at trial before Mr Justice Lawrence and a special jury, Middlesex Dec 19

James v Temperley appln of deft for judgt or new trial on appl from verdict and judgt, dated Dec 18, 1908, at trial before Mr Justice Jelf and a common jury, Middlesex Dec 19

Howess v Bishop and anr appln of deft E M Bishop for judgt or new trial on appl from verdict and judgt, dated Dec 12, 1908, at trial before Mr Justice Jelf and a common jury, Middlesex Dec 19

Municipal Council of Sydney v Cook (Bull, 3rd party) appl of plttfs from judgt of Mr Justice Grantham, without a jury, Middlesex, dated Oct 15, 1908 Dec 21

Aktieselskabet "Kekla" v Bryson, Jameson and Co appl of defts from judgt of Mr Justice Bray, without a jury, Middlesex, dated Dec 10, 1908 Dec 23

Rees v The Cardiff Channel Dry Dock and Pontoon Co ld appln of plttf for judgt or new trial on appl from verdict and judgt, dated Dec 9, 1908, at trial before Mr Justice Ridley and a special jury, Swansea Dec 23

Browning v J and W Nicholson and Co ld appln of plttf for judgt or new trial on appl from verdict and judgt, dated Dec 8, 1908, at trial before Mr Justice Darling and a special jury, Middlesex Dec 23

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

Judgment Reserved.

(Final List.)

The Schwan—1905—Folio 491 Abraham Lyle and Sons ld v The Steamship Schwan (damage) appl of defts from judgt of Mr Justice Bargrave Deane (c.a.v. Dec. 16, 1908).

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1908.

Sambre—1908—Folios 368 and 348 (Consolidated) The Owners of Steamship Britannia v The Owners of Steamship Sambre (damage) appl of defts from judgt of The President, dated Nov 1, 1908 Dec 7

The Kirkwall—1908—Folio 346 The Owners of the Sailing Ship Tasmania v The Mawson Shipping Co ld (damage) appl of plttfs from judgt of The President, dated Dec 16, 1908 Dec 23

Without Nautical Assessors.

The Owners of Cargo lately laden on board Steamship Draupner v Owners of the Steamship Draupner (damage to cargo) appl of defts from judgt of Mr Justice Bargrave Deane, dated July 24, 1908 July 31

(Interlocutory List.)

August Leffler—1908—Folio 320 Thomas Drexbury (trading, &c) v The Owners of the Vessel August Leffler appl of defts from judgt of The President and Mr Justice Bargrave Deane, dated Nov 18, 1908 (security ordered) Dec 4

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1908.

In the Matter of an Arbitration between Messrs. Enoch & Sons, Proprietors of St James' Hall and Vert Sinkins Concert Direction ld and In the Matter of the Arbitration Act, 1889 appl of Enoch & Sons from order of Mr Justice Coleridge, dated March 28, 1908 April 5 (s.o. liberty to apply to restore)

The King v The Commissioners for Special Purposes of the Income Tax appl of Commissioners for Special Purposes of the Income Tax from order of The Lord Chief Justice and Justices Ridley and Darling, dated March 30, 1908 April 9 (s.o. for Attorney-Gen)

Grant & Sons v Pickfords ld appl of defts from order of Mr Justice Ridley, dated May 1, 1908 (s.o. liberty to restore) April 12

Pouchon v Michel's Composite Sleepers ld appl of defts from order of Mr Justice Ridley, dated May 6, 1908 (s.o. 7 days notice to restore) May 23

Maritime Securities ld v Hill Same v Same appl of plttfs from order of Mr Justice Lawrence, dated Dec 1, 1908 Dec 12

Buchholtz Reversible Turbine Syndicate ld v Tucker appl of deft from order of Mr Justice Phillimore, dated Dec 1, 1908 Dec 15

Gane and Kilner v Linley appl of plttfs from order of Mr Justice Phillimore, dated Dec 3, 1908 Dec 15

Panquin v Suary appl of deft from order of Mr Justice Phillimore, dated Nov 28, 1908 Dec 16

Ross v Duffin and Sons appl of plttf from order of Mr Justice Darling, dated Dec 14, 1908 (security ordered) (advanced by order) Dec 18

In re Frank Reginald Andrews Charlton v Andrews (expte Wilson and ore) appl of plttf from order of Mr Justice Phillimore, dated Dec 8, 1908 (advanced by order) Dec 18

In re J W Nutt Same v Same appl of J W Nutt from order of Mr Justice Phillimore, dated Dec 8, 1908 (advanced by order) Dec 18

Phillips v Lancaster Port Commrs appl of defts from two orders of Mr Justice Bigham, dated Dec 4, 1908 Dec 21

Gore v Gore appl of deft from order of Mr Justice Phillimore, dated Dec 15, 1908 Dec 22

In re The Workmen's Compensation Acts, 1897 and 1906

(From County Courts)

1908.

Upper Forest and Western Steel and Tinplate Co ld v Thomas appl of respt from award of County Court (Glamorganshire, Swansea), dated Oct 7, 1908 Oct 20

Griffiths v Ebbw Vale Steel, Iron and Coal Co ld appl of applicant from award of County Court (Monmouthshire, Tredegar), dated Oct 13, 1908 Oct 26

Clara Lycett and Sydney James Hughes, an infant v The Powell Duffryn Steam Coal Co ld appl of Sydney James Hughes from award of County Court (Monmouthshire, Tredegar), dated Oct 13, 1908 Nov 2

Bender v The Owners of the SS Zent appl of respts from award of County Court (Lancashire, Liverpool), dated Nov 6, 1908 Nov 21

Hughes v The Coed Talon Colliery Co appl of respts from award of County Court (Flintshire, Mold and Flint), dated Nov 16, 1908 Dec 3

Moss v The Great Eastern Ry Co appl of respts from award of County Court (Suffolk, Ipswich), point of law, dated Nov 18, 1908 Dec 7

Clayton v Jones, Sewing Machine Co ld appl of applicant from award of County Court (Middlesex, Shoreditch), dated Oct 23, 1908 Dec 8

Lancaster v White & Sons ld appl of applicant from award of County Court (Surrey, Lambeth), dated Nov 19, 1908 Dec 8

Dempsey v The Moss Printeries Co appl of applicant from award of County Court (Lancashire, Todmorden), dated Nov 19, 1908 Dec 9

The Exors of N Altham v Ganey appl of respt from award of County Court (Lancashire, Rochdale), dated Dec 4, 1908 Dec 15

Waites v The Franco-British Exhibition (Incorporated) appl of respts from award of County Court, Middlesex, Marylebone, dated Dec 3, 1908 Dec 16

Abell, a person of unsound mind, by Thomas Allen his next friend v Midland Ry appl of applicant from award of County Court (Derbyshire, Derby), dated Dec 1, 1908 Dec 11

Morgan v Johnstone appl of respt from award of County Court (Hampshire, Southampton), dated Dec 1, 1908 Dec 21

Neal v Neal appl of applicant from award of County Court (Cambridgeshire, Ely), dated Dec 1, 1908 Dec 22

Bond (Administratrix, &c) v Charles appl of applicant from award of County Court (Somersetshire, Chard), dated Dec 2, 1908 Dec 23

N.B.—The above List contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to December 23rd, 1908.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

HILARY SITTINGS, 1909.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions, and Short Causes will be taken on the days stated in the Hilary Sittings Paper.

Mr. Justice JOYCE will take his Business as announced in the Hilary Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice JOYCE will take Liverpool and Manchester business on Saturdays, the 16th and 30th January, the 13th and 27th February, and the 13th and 27th March.

Mr. Justice SWINFEN EADY will take his business as announced in the Hilary Sittings Paper.

Mr. Justice WARRINGTON.—Except when other business is advertised in the Daily Cause List, Mr. Justice Warrington will sit for the disposal of his Lordship's Witness List daily throughout the Sittings.

Mr. Justice NEVILLE.—Except when other business is advertised in the Daily Cause List, Mr. Justice Neville will sit for the disposal of his Lordship's Witness List daily throughout the Sittings.

Mr. Justice PARKER.—Except when other business is advertised in the Daily Cause List, Mr. Justice Parker will take his business as announced in the Hilary Sittings Paper.

Mr. Justice EVE.—Except when other business is advertised in the Daily Cause List, Actions with Witnesses will be taken daily throughout the Sittings.

Summonses before the Judge in Chambers.—Mr. Justice JOYCE, Mr. Justice SWINFEN EADY, and Mr. Justice PARKER will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice JOYCE, Mr. Justice SWINFEN EADY, and Mr. Justice PARKER.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Hilary Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice WARRINGTON will take the Witness List for WARRINGTON and PARKER, JJ.

Mr. Justice NEVILLE will take the Witness List for SWINFEN EADY and NEVILLE, JJ.

Mr. Justice EVE will take the Witness List for JOYCE and EVE, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to December 23rd, 1908.

Before Mr. Justice JOYCE.

Retained.

Causes for Trial (with Witnesses).
Colet Estates *ld v. Davis act pt hd* (Jan. 20)

Liscombe *v Waterlow Bros & Layton ld act*
Hulbert *v Dale act*
Picture Press *ld v Ross act*
Vavasour *v Archbishop of Canterbury act*

Causes for Trial without Witnesses, and Adjourned Summonses.

In re Malkin *dec Nadin v. Bing adjd summs*

In re Dorothy Jones Jones *v Jones adjd summs*

In re Hiscoc Hiscoc *v. Waite adjd summs*

In re J W Baines Baines *v Baines adjd summs*

In re T B Baines Baines *v Conder adjd summs*

Rees *v Williams adjd summs*

In re Metcalfe Metcalfe *v Earle adjd summs*

In re First Garden City *ld and in re Cos.'s Acts, 1862 to 1907 adjd summs*

In re Baron de Pont d'Aherée Jones *v d'Aherée adjd summs*

In re Hodson Spalding *v Dickin adjd summs*

In re David George George *v Jones adjd summs*

In re Inwood Freeman *v Inwood adjd summs*

In re Same Same *v Same adjd summs*

In re Clayden Clayden *v Clayden adjd summs*

In re Alexander and Shepherd *ld Shepherd v The Company adjd summs*

Robertson *v Crook adjd summs*

In re Nathan Levy *v Ralph adjd summs*

Munday *v Snell mfj*

In re Robertson Mollet *v Moore adjd summs*

In re Wright's Settlement Wright *v Townsend adjd summs*

In re Same Same *v Same adjd summs*

In re Wright's Settlement Towns-
end *v Wright adjd summs*

In re Yockney's Settlement Yock-
ney *v Yockney adjd summs*

In re Mitchell McLaren *v McLaren adjd summs*

In re Fairthorne *dec Fairthorne v Fairthorne adjd summs*

In re Thomson's Settlement Mor-
land *v Thomson adjd summs*

London and South Western Canal
Co *v Wright adjd summs*

In re Gosling Smith *dec Broster v Robinson adjd summs*

In re Joseph Forster *dec Forster v Forster adjd summs*

In re Du Cane's Contract and in re
The Vendor and Purchaser Act,
1874, *adjd summs*

Smith *v Dring adjd summs*

In re Maher *dec Randall v Maher adjd summs*

In re Lane *dec In re Settled Acts adjd summs*

In re Charles Wardlow *dec Barra-
clough v Barber adjd summs*

In re T B Arter *dec Arter v Bourne adjd summs*

In re O'Sullivan O'Sullivan *v Lynch adjd summs*

In re W E Vickers *dec Hoyle v Vickers adjd summs*

In re Banks *dec Ellis v Penne-
father adjd summs*

In re Goldsmid *dec Goldsmid v Martindale adjd summs*

In re Hodson *dec Spalding v Dic-
kin adjd summs*

In re Webber *dec Kingsbury v Lock adjd summs*

In re T J Dixon *in re Ann Dixon Quick v Dixon adjd summs*

Pessers and Moody *v The Coin Operating Co mfj*

In re Lewis Hill *dec Davies v Napper two adjd summs*

In re Shorthouse *dec Smith v Cor-
bett adjd summs*

In re Sykes *dec Jaran v Holmes adjd summs*

In re Coxwell *dec The Public Trustee v Savill adjd summs*

Further Consideration.

In re John Holding *dec Carter v Lamb fur con*

Before Mr. Justice SWINFEN EADY.
Retained by order.

Cause for Trial with Witnesses.
Fenwick *v Talbot act*

Causes for Trial without Witnesses and Adjourned Summonses

O'Reilly *v Bonney adjd summs (to come on with fur con)*

In re Wagstaff's Estate and in re
The Settled Land Acts *adjd summs*

In re Goodall's Settlement Fane *v Goodall adjd summs*

Fisher *v Rowe adjd summs*

Same *v Same adjd summs*

James *v Smith adjd summs*

In re Brummell & Miller *ld Rob-
bins v The Company adjd summs*

In re Tatham *dec Hodgson v Thomas adjd summs*

In re Maddison *dec McLintock v Philiskirk adjd summs*

In re Robert Deuchar's Estate
Deuchar *v Deuchar adjd summs*

Goatly *v Jones adjd summs*

Holroyd *v King adjd summs*

In re H Abbott *dec Glanfield v Cumming adjd summs*

In re Greenlade Baker *v de St Croix adjd summs*

In re Thomas Green *dec Noyes v Pitkin adjd summs*

Parker *v Holford adjd summs*

In re Gavaron *dec In re The Trustee Act 1895 adjd summs*

In re Bird's Settled Estate and
in re Settled Land Acts 1882 to
1890 *adjd summs*

In re Hollet Hollet *v Welman adjd summs*

In re Garratt *dec Knightley v Garratt adjd summs*

In re Ashworth's Estate Hepper
v Yates adjd summs

Gorst *v Radziwill adjd summs*

In re Morgan Thomas *dec Howells v Thomas adjd summs*

In re Gee Powell *v Gee adjd summs*

In re Richardson's Trusts Massing-
ham *v Richardson adjd summs*

In re Gazenove *dec Herbert v Gazenove adjd summs*

Oppert *v National Electric Con-
struction Co adjd summs*

In re Knowles Ainger *v Collins adjd summs*

Williams *v Williams adjd summs*

In re C. O. Morgan *dec Morgan v Tompkins adjd summs*

In re Forman Johnson *v Forman adjd summs*

In re Mosleys Settlement Mosley
v Ram adjd summs

In re Richards' Trusts Richards *v Richards adjd summs*

Attorney-General *v Belgrave Hos-
pital for Children act*

Clark *v Hollebone adjd summs*

Same *v Same adjd summs*

In re Samuel Cuming *dec Mason v Oldrey adjd summs*

In re Shepperson Wilson *v Sewell adjd summs*

In re Headon Stroud *v Geen adjd summs*

In re John Lake *dec and In re the Trustee Act adjd summs*

Ecclestone *v Bonell adjd summs*

In re Hodgson's Settled Estates
Countess Altamont *v Forsyth adjd summs*

In re Tattersall *dec Tattersall v Dewsbury adjd summs*

Christy *v Kellett mfj*

In re Stamford Jacklin *v Whyatt adjd summs*

In re Francis Francis *v Francis adjd summs*

Braithwaite *v Attorney-Gen and
ors act*

In re Edwards Jenkins *v Thomas adjd summs*

In re Shorter *dec Pilcher v Coles adjd summs*

In re Tully Barrow *v Tully adjd summs*

In re Allen's Estate Havelock-
Allen *v Lucas adjd summs*

In re Companies Acts, 1862 to
1867 and In re The Swedish
Match Co *ld adjd summs*

In re Morton Sorby *v Bowman adjd summs*

In re Pedley *dec Birchall v Ped-
ley adjd summs*

Further Considerations.

In re Gibbon Bros *ld Venables, Taylor & Co v The Co fur con*

In re Maudslay, Son & Field *ld Maudslay v The Co Norbury v Same Basset v Same fur con and adjd summs*

In re Harrison *dec Dolwin v Lucy fur con*

Companies (Winding Up) and
Chancery Division.

Companies (Winding Up).

Petitions.

Maidstone Palace of Varieties *ld (petn of The Electric Light Power and Haring Co ld—s o from Dec. 1, 1908, to Jan. 26, 1909)*

Fulwood Printing Co *ld (petn of A W Zehntner and Co ld—s o from Dec 8, 1908, to Jan 12, 1909)*

Piccadilly Hotel *ld (petn of Maple and Co ld)*

Same (petn of The E M F Manu-
facturing Co)

Same (petn of B Cohen and Sons
ld) ordered on Dec 15, 1908, to
stand over generally

North Kent Golf Club *ld (petn
of Maple & Co ld)—s o from Dec
15, 1908, to Jan 12, 1909)*

Reading Iron Co *ld (petn of John
Shaw and Sons Wolverhampton
ld—s o from Dec 15, 1908, to
Jan 19, 1909)*

Phoenix Merthyr Colliery Co (1907)
*ld (petn of C. L. Clay and Co—
s o from Dec 15, 1908, to Jan
19, 1909)*

Weigel Motors (1907) *ld (petn of
Atlas Engineering Co—ordered on
Dec. 15, 1908, to stand over
generally)*

Laxol *ld (petn of Eastwood and
Co.—s o from Dec. 15, 1908, to
Jan 12, 1909)*

Shepherds Bush Improvements *ld
(petn of E Roehrich)*

Bartitsu Light Cure Institute *ld
(petn of A E Neale)*

Aluminium Corpn *ld (petn of
Brownlie and Murray ld)*

New Motor and General Rubber
Co *ld (petn of The Court Jour-
nal ld)*

Cementium (Parent) Co *ld (petn
of Adams Bros & Shardlow ld)*

Gracile Motor Syndicate *ld (petn
of J Samuel)*

Russell Hunting Record Co *ld
(petn of A Haerelt)*

Fulham Steel Works Co *ld (petn
of Babcox & Wilcox ld)*

Pittville Co *ld (petn of B C Fry)*

Jescott (Leeds) *ld (petn of Scriven
Bros & Co)*

Cleverly Bros *ld (petn of S B
Baxter)*

Central Stock Exchange *ld (petn
of P Crick)*

Bamborough *ld (petn of Applied
Inventions ld, trading as The
Outline Co and ore)*

British Industries and Develop-
ment Corpn *ld (petn of A Wil-
burn)*

Cox and Yeman *ld (petn of Endo-
lithic Manufacturing Co ld)*

Chancery Division.

Petition (for payment out) under
Louth and East Coast Railway
(Transfer) Act, 1908.

Louth and East Coast Ry Co (order
pronounced on Dec. 1, 1908, and
petition directed to be re-placed
in the list on Jan. 12, 1909)

Petition (to sanction Scheme of
Arrangement) under Joint Stock
Companies' Arrangement Act,
1870, and under Companies
Act, 1907.

New Cape Central Ry *ld (petn of
the Company)*

Anglo-Argentine Tramways Co *ld
(petn of Company and anr)*

Petition (for Reduction of Capital)
under Companies Acts, 1867
and 1877

Willoughby's Consolidated Co *ld
and reduced*

Petition under Companies (Memo-
randum of Association) Act,
1890

Cardiff Channel Dry Docks and
Pontoon Co *ld*

Companies (Winding Up).

Motions.

Mayfair Printing and Publishing
Co *ld (for leave to issue writ of
attachment—ordered to stand
over generally on April 3, 1906)*

F & C Bridge Co *Id* (for leave to issue writ of attachment)
Great de Kaap (Moodies) Gold Field *Id* (to vary certificate of taxation)

Court Summonses.

New de Kaap *Id* (for removal of Liquidation—with witnesses—ordered to stand over sine die on June 17, 1908—on July 23, 1908, restored to paper for hearing—the day to be fixed)
Economic Bank *Id* (to set aside compromise with Turquand, Young & Co—with witnesses)
British Machine Bottle Co *Id* (for declaration of fraudulent preference—with witnesses)
 Same (as to validity of debentures—with witnesses)

Before Mr. Justice WARRINGTON.
 Retained.

Motions.

In re **Bowers' Settlement** Har- greaves v Bowers and ors
Perfi v The British and Contin- ental Enterprises *Id* and ors
Chance v Bromsgrove Rural Dis- trict Council
 In the matter of **Thomas Rees & Co (Cardiff)** *Id* Rees v The Co
Societe Anonyme des Galeries Georges Petit v Morris and ors

Adjourned Summonses.

In re **Brockman, a Solr** and In re **Taxation of Costs** *pt hd*
 In re **H Blaine** dec **Carden v Blain** *adjd summs*
 In re **West** dec **Lightbody v West** *adjd summs*
 In re **J H Townsend** dec **Town- end v Townsend** *adjd summs*
 In re **John Jones** dec In re **Janet Bliss** dec **Biss v Biss** *adjd summs*
 In re **Freeman** dec **Goodbun v Freeman** *adjd summs*

Causes for Trial with Witnesses.
The Bakers' Automatic Combination Thread (Winder and Shuttle Filler Co Proprietary *Id* v **H M Spratts** and ors *act*
Mendelssohn v Traies & Son *act* (s o pending settlement)
Trigg v Martin and ors *act*
Causton and ors v Rider and ors *act* and counter-claim (s o for a month after report)
Decies v Nicholson *act*.
 In re **Mackintosh's Trusts** **Mack- intosh v Rawson** *act* and m f j (s o)

In the matter of **Ralston's Patent** No. 13,444 of 1896 and In the Matter of the **Patents and De- signs Act, 1907** petition for re- vocation

In the Matter of **Preston & Ral- son's Patent**, No. 7,790 of 1903 and in re **Same** petition for re- vocation

Slater, Rogers & Co *Id* v **Stodart and Co** *act*

Von der Linde v Brummerstaedt & Co and ors *act*
Saunders v Hodgson *act*
Linotype Co *Id* and **anr v Mergen- thaler Linotype Co** *act*

In the Matter of the **Trade Mark**, No. 96,653, in Class 6, and No. 99,605, in Class 13, and In the Matter of **This Trade Marks Acts, 1883** to 1888 motion to expunge

Bluebell Polish Co *Id* and **anr v Reckett and Sons** *Id* *act*

Woodland v Rushbrooke *act* (s o for settlement)

Duprey v Perry *act*
Thomson v Taylor *act*
Beckwith v Booth *act*

Calthorpe and anr v Calthorpe and ors *act*

Watlington Brewery Co *Id* v **W G Phillips & Sons** *Id* *act*

Haynes v Norman *act*
Lewis and ors v The Urban Dis- trict Council of Pontypridd *act*

Cook v Chamberlayne *act*
Kinnerly v Payne and **anr act**

Greaves v Waugh *act* (Newcastle- on-Tyne District Registry)

Williamson v Thurgood *act*
McCarthy v McEnery *act*

Havana Cigar and Tobacco Fac- tories *Id* v **Tiffin** (1905) *Id* *act*

Bradshaw and anr v Joyce *act*
North Staffordshire Ry Co v Mayor, etc., of Hanley *act*

In re **The Estate of the Right Hon. H Bentinck** dec **Shannon and anr v Hordern** and ors *act*

In re **The Earl of Shannon** dec **Shannon and anr v Hordern** and ors *act* by certificate

In re **The Earl of Shannon** dec **Shannon v Holland** *act* and m f j

Thomas v Backhouse *act*
Honour v Rose-Innes and ors *act*

The Marquess of Salisbury and ors v **Keymer** *act*

Hill and anr v Bulley *act*
 In re **R Collinge** dec **Williams v Waller** and ors *act*

Waller v Norris *act* by certificate

Evans v Hird *act*
Kett v Norwich Vinegar and Dis- tillery Co *Id* *act*

Before Mr. Justice NEVILLE.
 Retained by order.

Motions.

In re **Application by Feltham v Guillaume Lahnney Werke Actien Gesellschaft for Registration of Trade Mark**, No. 285,726 and In re **the Matter of the Trade Mark Act, 1905**
J and F Bayley *Id* v **Cornell** (s o generally)
 In re **Welsh Price v Buckley** (s o generally)
Attorney-Gen v Mayor of West Ham (s o generally)
Newey v Glaze
 In re **Application**, No. 299,818, of **E M Bowden's Patent Syndi- cate** *Id* for Registration of Trade Mark and in re **Trade Mark Act, 1905**

Further Consideration.
Rotch v Crosbie

Adjourned Summonses.

In re **Iderton's Trust** **Lang v Gilbert** 2 *adjd summonses* *pt hd* (1st after motions Jan. 11)

In re **Mainwaring North v Sala- man and ors** (s o)

In re **Nightingale Bowden v Grif- fiths**

Nowell & Wray's Contract and **Vendor and Purchaser Act, 1874**

In re **Stawell Poole v Riversdale** In re **the Arbitration Act, 1889**

In re **an Arbitration** between **Jane Harvey** and **London County Council** special case

Adjourned Summonses with Wit- nesses.

In re **Adamson**, dec, **Dingle v Adamson**

In re **Howella Jenkins v Howells**

Causes for Trial with Witnesses.

Beeman, Davis & Co. v Bristow *act* (restored)

Viscount Cobham v Staffordshire County Council *act*

In re **The Cos. Acts, 1862** to 1900, and In re **the Matter of the De Dion-Bouton (1907) Co** *Id* motion of **F G Bowen**

In re **the Same** and **Same** motion of **Tweedy** to rectify register

Nash v Summers *act* and m f j

In re **Robinson's Trusts** **Block v Harratt** *act*

Font v Metropolitan Ry Co *act*
Probyn v Probyn *act*

Finch v Willis *act*
Saccharin Corp *Id* v **White** *act*

Dean and Chapter of York v Cliff *act*

Rendel v Edgelow *act*
Cattermoul v Jared *act*

Curry v Palmer *act*
 In re **Farrar & Whiteley** *Id* **Hali- fax Commercial Bank v Farrar & Whiteley** *Id* *act*

London and County Banking Co v Berry *act*

Malvern Hills Conservators v Whitmore *act*

Provident Asse of London *Id* v **Clatworthy** *act*

Smith v Curmick *act* and counter- claim

Marck v Felix *act*
Samson v Slater *act*

Varley v Harvey *act*
Ricketts v Churchwardens of En- field *act*

Edgelow v Albion Assoe Co *act*
Stanley v Lazarus and ors (trading as the **Empire Porcelain Co**) *act*

Virgo v Gulzow *act* and counter- claim

Osman v Brown & Sweetland *act*
Aked v Armistead *act*

Before Mr. Justice PARKER.
 Retained by order.

Causes for Trial with Witnesses.

Winterford v Ewart & Son *Id* *act* and counter-claim *pt hd*

Enrico, Aribb & Co v The Venice & Murano Glass Co *Id* *act*

In re **Samuel Young**, dec, **Young v Youles** *act*

Abbott v Abbott *act*
Allen and ors v Allen and ors

Parker and Richardson v Bauer *act*

O'Mara v Specterman *act*
Hale's Tours of the World (United Kingdom) *Id* v **Coop & Paul** *act* (security ordered Dec 8)

Davies v Johnson *act*
Phillips v Raymond *act*

Beale v Beale *act* (restored)

Petition.
 In re **Digby Settled Estate** and In re **Settled Estate Act** *pt hd*

Further Consideration.

In re **The Estate of G Ross (Spin- ster)**, dec, **Huie** and **anr v The Royal Normal Colleke** and ors *fur con*

Adjourned Summonses.

In re **Selby Lowndes' Settled Trusts** **Selby Lowndes v Selby Lowndes** *adjd summs* *pt hd* (s o)

Haynes v Nicholls and **anr** *act*
 In re **Stockwell**, dec, **Stockwell v Stockwell** *adjd summs*

In re **The Estate of R Harding**, dec, **Smith v Hersey** *adjd summs*

In re **Arthur's Estate** **Woolcombe v Arthur** *adjd summs*

In re **J H Townsend**, dec, **Town- end v Townsend** *adjd summs*

In re **Burton and Brassington's Contract** and In re **The Vendor and Purchaser Act, 1874** *adjd summs*

In re **J B Price** dec **Torr v Price** *adjd summs*

In re **R Longsdon**, dec, **Longsdon v Woore** *adjd summs*

In re **Stanton**, dec, **Swire v Stan- ton** *adjd summs*

In re **Crundall's Mortgages** **Combe v Partridge** and ors *adjd summs*

In re **David Ferguson**, dec, **Fergu- son v Ferguson** *adjd summs*

In re **The Estate of Olivia A Gray- don**, dec, In re **The Estate of Samuel Johnston Graydon**, dec, **Large v Eldridge** *adjd summs*

Jupp v Davidson *act* (restored)

In re **William Lashmar**, dec, and In re **The Finance Act, 1894**, **Cheale v Lashmar** *adjd summs*

In re **Waller**, dec, **Waller v Waller** *adjd summs*

In re **Tower**, dec, **Tower v Hamilton** *adjd summs*

In re **Vachell**, dec, **Lloyd v Vachell** *adjd summs*

In re **Arnold's Estate** **Arnold v Kilby** *adjd summs*

In re **Will Trusts of R Green- wood**, dec, **Richardson v Richardson** *adjd summs*

In re **Fuller's Settlement** **Trusts Rogers v Blanchard** *adjd summs*

In re **The Estate of R B Kemp**, dec, **Kemp v Jordan** *adjd summs*

In re **Worsley's Settlement** In re **Greece**, dec, **Greece v Greece** *adjd summs*

In re **Crossman**, dec, **Paulin v Crossman** *adjd summs*

In re **Squires**, dec, **Squires v Squires** *adjd summs*

In re **Beattie**, dec, **Rooker v Cust** *adjd summs*

The City Athenaeum Club *Id* **Anderson, Bird and ors v The City, &c., Club** *Id* m f j (short)

In re **Broughton's Settlement** **Simonds v Hanemann** *adjd summs*

Carovigno v Ramsey *adjd summs*

In re **Brooks's Estate** **Brooks v Smith** *adjd summs*

In re **Ellis**, dec, **Ellis v Ellis** *adjd summs*

In re **Robertson's Settlement** **Allen v Robertson** *adjd summs*

Paris v Clinton *adjd summs*

In re **Rossiter**, dec, **Moore v Free- man** *adjd summs*

In re **Perkins** **Dobell v Perkins** *adjd summs*

In re **Strangward**, dec, **Aitken v Daggs** *adjd summs*

Before Mr. Justice EVZ.
 Retained by order.

Motions.

Youla Woods (New Zealand) *Id* v **Youlten**

In re **Pilliner** **Pilliner v Pilliner** In re **Hordern** **Hordern v Hor- dern**

Bonae v Vryheid Co
Montaignac v Morris & Fodor
McKie v Cayley

In re **Prehn**, dec, **Richards v Thoror**

Crossman v Stocks
Jackson v Johnson and **anr**
Woodcock v Skidmore (Jan. 12)

Gunn v Piccadilly Hotel (Jan. 22)

Adjourned Summonses.
In re Lord Chesham's Trust
Valentia v Chesham
In re Atkins Smith v Atkins
In re G A Baird, dec, De Witt v
Villiers
Parrish v The Mexico Tramways ld
In re Salmen, dec, Salmen v
Abrahams motion for adjd
summs

Cases for Trial with Witnesses.
Bishopsgate Finance Corp v De
la Force act (restored)
Strand Wood Co ld v Gaul act
Lister & Co v Lister act
Wiseman v Patz act
Leathem v Loeft Saddle and
Motor Co act
Tull v Stevenson act
World's Advertising Co ld v Wer-
theim act (transferred from
K B Div)
Wertheim v Lord act
Glyn v Howell act
Purnell v Wood act
Moore v Skinner act
Same v Same act
Coats v Herefordshire County
Council act
Bank of Africa ld v Cohen act
and counter-claim
Ayerst v Margeson act
Barton v Jeffs act
Gray v Gray act
Cunningham v Atchley act
In re Cunningham Cunningham v
Cunningham act
Horlick v Bottomley act and
counter-claim
De Dion-Bouton (1907) ld v
Charles Muskett act
Lady Hood of Avalon v Mackin-
non and ors act
Bernard v Bernard act
Corser v Underwood act
Westlake v Cox act
Parrish v Mexico Tramways ld and
ors act

Bonas v Vryheid (Natal) Ry, Coal
and Iron Co. ld act and counter-
claim
In re Bobbett, dec, Lewington v
Bobbet act
Boaler v John Eason & Son ld act
Boaler v Howes act without
pleadings
Killick v Graham act and counter-
claim
Hone v Gakstaller act and counter-
claim
Powell v Hemsley act
Walden v The Edmonton Freehold
Land and Builders' Soc act
Churchyard v Izod act
Cass v Cass act
Watkins v Roberts act
Bents Brewery Co ld v Dykes act
Deeley v Lloyd's Bank ld act
and counter-claim
Ramsey v Orme act
Howell v Abell act
Concavis v Duncan & Co act
Smith v Turnbull act
Bagnall v Willson act
Palmer & Nicholls v Latham act
Bracey v Bracey act
Same v Grimesdale act
Angel v Denton act and counter-
claim
De Chair v Oxenden act and
m f j
In re an Indenture of Settlement
dated Jan. 18, 1860, Fountains
v Amherst act
Varley v Harvey act
Same v Same act
Moore v Mutual Loan Fund Assoc
ld act
Slaughter v Wood act
Pearce v Monarch Assoc Co act
Beckingsale v Pullen, Thomas &
Slade ld act and counter-claim
Kingston v Trapnell act
N. Burt & Co ld v Escour
& Denelle ld act
Thomson v Leishman act
Crampton v Hughes act

COMMERCIAL LOANS BANK AND WAREHOUSES (EGYPT) LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 6, to send their names and addresses, and the particulars of their debts or claims, to H. Crookshank, Pasha, Cairo, Egypt.

COX & YEMAR, LIMITED—Petn for winding up, presented Dec 23, directed to be heard Jan 12. Flux & Co, Leadenhall st, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

DURDELLAND IRON ORE CO, LIMITED—Petn for winding up, presented Dec 31, directed to be heard Jan 12. Parker & Co, Cornhill, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

FULHAM STEEL WORKS CO, LIMITED—Petn for winding up, presented Dec 16, directed to be heard Jan 12. Nicholls, Farringdon st, solr for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

INCA GOLD DEVELOPMENT CORPORATION OF PERU, LIMITED—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to C. C. Baker, 1 Gresham bldgs, Basinghall st, liquidator.

PALATINE PROPERTY PURCHASE AND INVESTMENT CO, LIMITED—Petn for winding up, presented Dec 16, directed to be heard at the Court House, Crawford st, Wigan, on Jan 12. Jevons, Municipal Offices, King st West, Wigan, solr to the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

SLEA TYNE AND WHEEL CO, LIMITED—Creditors are required, on or before Feb 12, to send in their names and addresses, and the particulars of their debts or claims, to Norman Spencer, 15, High st, Manchester, liquidator.

London Gazette.—TUESDAY, JAN. 5. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

ALUMINIUM CORPORATION, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to Leslie Whittem Hawkins, Basilston House, Moorgate st, Nicholson & Co, Coleman st, solrs for liquidator.

A. N. O. STEWART, LIMITED—Creditors are required, on or before Feb 6, to send their names and addresses, and the particulars of their debts or claims, to Stanley Hutchinson, 35, Copthall st, liquidator.

A. FULFERNAN & CO, LIMITED—Creditors are required, on or before Feb 6, to send their names and addresses, and the particulars of their debts or claims, to Mr. Geo. E. Browne, 30, Red Lion sq, liquidator.

CLARIDGE & NASH, LIMITED—Creditors are required, on or before Feb 3, to send their names and addresses, and the particulars of their debts or claims, to Harry Hockett, 86, Cannon st, Birmingham, liquidator.

FORBES PATENT RAIL AND GRIP-IRON SYNDICATE, LIMITED—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Peter Holman, Queen Victoria st. Allen & Co, Hatchamp, solrs for the liquidator.

H. A. BALL, LIMITED—Creditors are requested, on or before Feb 6, to send their names and addresses, and the particulars of their debts or claims, to Elles Hill, 79, Mark ln, liquidator.

LEICESTER LAND CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 22, to send their names and addresses, and the particulars of their debts or claims, to James Thomas, 11, Bowling Green st, Leicester. Wright & Co, Leicester, solrs to the liquidator.

LONDON AND CANADIAN EXPLOSIVES, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to Lionel Bennet Neame, 72 and 73, Gracechurch st. Kekewich & Co, Suffolk ln, solrs to the liquidator.

SRIE CARREDD LLEWELYN, LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to R. Hughes-Jones and Rice Williams, 85, The Albany, Liverpool, liquidators.

The Property Mart.

Forthcoming Auction Sales.

Jan. 19.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Ground-Rent (see advertisement, back page, this week).

Jan. 20.—Messrs. WALTER HALL & SONS, at the Mart: Residences, Freehold Shop and Villa Plots, Leasehold Investments, &c. (see advertisement, back page, this week).

Jan. 20.—Messrs. JOHN BOTT & SONS, at the Mart: Leaseholds, Residences, Shops, &c. (see advertisement, back page, this week).

Results of Sales.

LIFE POLICIES, ANNUITIES, &c.

Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 574) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £3,486—

TWO ANNUITIES of £20 each	...	...	...	Sold	430
LEASES, PLANT and GOODWILL of Henrite Explosives, Ltd.	...	...	...	"	700
ENDOWMENT POLICY for £1,000	...	...	...	"	570
POLICIES OF ASSURANCE:					
For £2,000...	...	...	...	"	660
For £1,200	...	...	...	"	575
For £1,000	...	...	...	"	570

Winding-up Notices.

London Gazette.—FRIDAY, JAN. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

B. MARCUS & CO, LIMITED—Petn for winding up, presented Dec 29, directed to be heard Jan 12. Maddison & Co, Old Jewry, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

CEMENTUM (PARENT) CO, LIMITED—Petn for winding up, presented Dec 9, directed to be heard Jan 12. Kerr & Ramsden, Coleman st, solrs for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

COLLIERIES POWER SUPPLY SYNDICATE, LIMITED—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to William Wallace Brierley, 24, Clegg st, Oldham, liquidator.

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

330 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

Bankruptcy Notices.

London Gazette.—FRIDAY, JAN. 1.

RECEIVING ORDERS.

ATTENBOROUGH, JOHN EDMUND, Giltbrook, Notts, Collier Nottingham Pet Dec 30 Ord Dec 30
 BARNARD, THOMAS KNIGHT, Anderson's Hotel, London, Music Seller Gloucester Pet Dec 16 Ord Dec 30
 BROOKS, ERNEST EDWARD, Pemberton row, Gough sq, Fleet st High Court Pet Dec 28 Ord Dec 28
 DEYTER, ARTHUR, Cannon st High Court Pet Dec 11 Ord Dec 29
 HAMILTON, CLAUDE MARKINGBIRD, Farndon Hall, nr Chester Chester Pet Dec 5 Ord Dec 30
 HARDY, LEVI, Kegworth, Leicester, Joiner Leicester Pet Dec 30 Ord Dec 30
 HOLZ, WILLIAM, Shotton Colliery, Durham, Draper Sunderland Pet Dec 17 Ord Dec 30
 FORTY, HUBERT, Mountain Ash, Glam Aberdare Pet Dec 30 Ord Dec 30
 GIBSON, JACOB WILLIAM, Studland, Dorset, Lodging house Proprietor Poole Pet Dec 30 Ord Dec 30
 JENKINS, JOHN, Treforest, Glam, Collier Pontypridd Pet Dec 30 Ord Dec 30
 KENNEDY, HENRY DU PAX, Weymouth Dorchester Pet Dec 5 Ord Dec 30
 MAY, WILLIAM, Selby rd, Leytonstone High Court Pet Dec 3 Ord Dec 30
 NOLAN, PETER, Altrincham Manchester Pet Dec 30 Ord Dec 30
 POTTER, ELI, Burton on Trent, Bootmaker Burton on Trent Pet Dec 30 Ord Dec 30
 SAUNDERS, CHARLES FLETCHER, Canterbury, Boot Maker Canterbury Pet Dec 30 Ord Dec 30
 SCOTT, BURTON GEORGE, Dunstable, Hay Dealer Luton Pet Dec 30 Ord Dec 30
 TAYLOR, WINFRED ERNEST, Gillingham, Kent, Grocer Rochester Pet Dec 30 Ord Dec 30
 TOWLE, FRED, Barrow on Soar, Coal Dealer Leicester Pet Dec 30 Ord Dec 30
 WAYCOTT, ALVIN WALLACE, Plymouth, Dairyman Plymouth Pet Dec 30 Ord Dec 30

FIRST MEETINGS.

ADDLEY, WILLIAM, Herne Common, Herne, Kent, Baker Jan 9 at 11 Off Rec, 68A, Castle st, Canterbury
 ASHILL, GRACE ADLER, Hertford st, Mayfair Jan 11 at 12 Bankruptcy bldgs, Carey st
 BARKLEY, KATE, Ardwick, Manchester Jan 9 at 11 Off Rec, Byrom st, Manchester
 BROOKS, ERNEST EDWARD, Pemberton row, Gough sq Fleet st Jan 12 at 11 Bankruptcy bldgs, Carey st
 COLLINS, JOHN HENRY, Leicester, Tailor Jan 11 at 12 Off Rec, 1, Berridge st, Leicester
 CRAIG, THOMAS, Ladwaster, Blacksmith Jan 11 at 11.30 Off Rec, 12, Wincley st, Preston

CROXFORD, EMILY EDITH, Upper Parkstone, Dorset, Dressmaker Jan 9 at 11.30 Messrs Curtis & Son's office, 158, Old Christchurch rd, Bournemouth
 DEYTER, ARTHUR, Cannon st Jan 12 at 12 Bankruptcy bldgs, Carey st
 GANN, HUGH MORTIMER, West Mersea, Essex, Builder Jan 22 at 2 Cups Hotel, Colchester
 LUDFORD, ALBERT, Bournemouth, Florist Jan 9 at 12 Messrs Curtis & Son's Office, 158, Old Christchurch rd, Bournemouth
 PRAGOOD, FRANK EDWARD, Whimsnet, Norfolk, Butcher Jan 9 at 12.30 Off Rec, 8, King st, Norwich
 PICKUP, THOMAS THOROUGH, Newcastle on Tyne, Dealer in Dust Extracting Machines Jan 15 at 3 Off Rec, The Red House, Duncombe pl, York
 SNELLING, ARTHUR WILLIAM, Ledbury, Hereford, Carrier Pet Jan 9 at 12 Off Rec Station rd, Gloucester
 SPROAT, WILLIAM ANDREW, High st, Ponders End, Corn Merchant Jan 12 at 12 14, Bedford row
 TRITT, THOMAS, Crescent rd, Wood Green, Builder Pet Jan 11 at 12 14, Bedford row
 TREMAZ, SARAH, Cheltenham Jan 9 at 3.15 County Court, bldgs, Cheltenham

ADJUDICATIONS.

ATTENBOROUGH, JOHN EDMUND, Eastwood Common, Notts Collier Nottingham Pet Dec 30 Pet Dec 30
 BROOKS, ERNEST EDWARD, Pemberton row, Gough sq, Fleet st High Court Pet Dec 28 Ord Dec 28
 CANACHO, ABEL, Elsham rd, Kensington South American Merchant Jan 12 at 12 Off Rec, 22 Ord Dec 30
 CLIMPSON, THOMAS, GEORGE RAMSEY CLIMPSON, and FREDERICK CLIMPSON, Featherstone st, City rd High Court Pet Nov 31 Ord Dec 29
 DENNIS, EDWARD, Westbury sub Mendip, Somerset, Carpenter Wells Pet Dec 21 Ord Dec 30
 FORTY, HUBERT, Mountain Ash, Glam Aberdare Pet Dec 30 Ord Dec 30
 GRUFFITHS, WILLIAM POWELL, Fore st, Upper Edmonton, Grocer High Court Pet Dec 3 Ord Dec 29
 HARDY, LEVI, Kegworth, Leicester, Joiner Leicester Pet Dec 30 Ord Dec 30
 HINTON, ELIE, St Mary's ter, Paddington High Court Pet Nov 18 Ord Dec 23
 JENKINS, JOHN, Treforest, Glam, Collier Pontypridd Pet Dec 30 Ord Dec 30
 KERRY, ROBERT MORAGAR, Brighton, Commission Agent Brighton Pet Nov 23 Ord Dec 30
 KNIGHT, GEORGE, and JOHN WHITE, Havant, Hants, Grocers Portsmouth Pet Nov 10 Ord Dec 23
 McDEARMID, GEORGE, South Shields, Durham, Teacher of Music Newcastle upon Tyne Pet Dec 1 Ord Dec 30
 MICHAELS, PERCY, Holloway rd, Mantle Warehouseman High Court Pet Nov 30 Ord Dec 28
 NOLAN, PETER, Altrincham Manchester Pet Dec 30 Ord Dec 30
 POTTER, ELI, Burton on Trent, Bootmaker Burton on Trent Pet Dec 30 Ord Dec 30

RICHARDSON, GEORGE RICHARD, Surbiton, Surrey, Surveyor Kingston, Surrey Pet June 25 Ord Dec 24
 SAUNDERS, CHARLES FLETCHER, Canterbury, Boot Dealer Canterbury Pet Dec 30 Ord Dec 30
 SCOTT, WILLIAM, Warrington, Commercial Traveller Warrington Pet Aug 4 Ord Aug 24
 TAYLOR, WINFRED ERNEST, Gillingham, Kent, Grocer Rochester Pet Dec 30 Ord Dec 30
 TOWLE, FRED, Barrow on Soar, Leicester, Coal Dealer Leicester Pet Dec 30 Ord Dec 30
 WAYCOTT, ALVIN WALLACE, Plymouth, Dairyman Plymouth Pet Dec 30 Ord Dec 30

Amended Notice substituted for that published in the

London Gazette of Dec 22:
 PERKINS, WILLIAM THOMAS, Church path, South Acton, Builder Brentford Pet Nov 12 Ord Dec 17

London Gazette.—TUESDAY, JAN 5

RECEIVING ORDERS.

ALLISON, JAMES BOURNE, Burrowbridge, Somerset, Schoolmaster Yeovil Pet Jan 1 Ord Jan 1
 BARRY, FRED, Boston, Lincs, Political Agent Boston Pet Dec 8 Ord Dec 30
 BLAIR, WILLIAM, jun, Haughton le Skerne, Durham, Labourer Stockton on Tees Pet Dec 31 Ord Dec 31
 BROOK, ALBERT ERNEST, Sandown, Isle of Wight, Grocer Newport and Ryde Pet Dec 30 Ord Dec 30
 CRINE, T J, Romford rd, Stratford, Essex, Draper High Court Pet Dec 14 Ord Dec 29
 FOLEY, WILLIAM KNOX, Agnew st, Honor Oak Park High Court Pet Dec 3 Ord Jan 1
 GARNER, EDWARD, Ickleham, Sussex, Miller Hastings Pet Dec 31 Ord Dec 31
 GOULD, ARTHUR FREDERICK, Ventnor, I of W, Stationer Newport and Ryde Pet Dec 30 Ord Dec 30
 HALL, WILLIAM HENRY, Woodhall Spa, Lincs, Blacksmith Lincoln Pet Dec 31 Ord Dec 31
 HEARN, BERTHA HESTON, Birchington, Kent, Publican Canterbury Pet Jan 2 Ord Jan 2
 HILL, WALTER, Tanworth, Staffs, Innkeeper Birmingham Pet Dec 31 Ord Dec 31
 HODSON, FREDERICK SPENCER, jun, Leeds, Working Mechanic Leeds Pet Jan 1 Ord Jan 1
 PARKS, ALBERT, Dover, Grocer Canterbury Pet Jan 2 Ord Jan 2
 PARMITER, CHARLES ALBERT, Shipley, Yorks, Mercantile Agent Bradford Pet Dec 17 Ord Dec 31
 ROOF, FRANCIS WALTER, Howlands Castle, Hants, Ironmonger Portsmouth Pet Dec 31 Ord Dec 31
 EUSTON, HENRY, Crescent ln, Clapham Park, Wine Shipper High Court Pet Dec 9 Ord Dec 31
 SHAVE, JOSEPH, Bransgore, Christchurch, Hants, General Dealer Poole Pet Dec 31 Ord Dec 31
 STEVENS, GEORGE, Horace rd, Forest Gate, Essex, Tailor High Court Pet Dec 8 Ord Dec 31
 STRACHY, GEORGE JOSEPH, Waltham Abbey, Essex, Baker Edmonton Pet Dec 17 Ord Dec 31
 WALTERS, WILLIAM, Sketty, Swansea, Carpenter Swansea Pet Jan 1 Ord Jan 1

How Great Men Recoup their Energies.

Remarkable Testimony.

The keynote of happiness, long life, and successful achievement is the healthy mind in the healthy body. Sanatogen is the tonic food which is being prescribed by the medical profession to-day to bring about this happy condition. Not only have 7,600 physicians endorsed, in writing, the merits of Sanatogen as the ideal recuperative and restorative, but the most distinguished men and women of the day have not hesitated in coming forward to testify as to the great benefit they have derived from the use of Sanatogen.

Thus Lord RONALD SUTHERLAND GOWER, the Sculptor and Historian, writes:—

"Hammerfield, Penshurst, Kent.
 "I feel it only due to the benefit conferred on my general health by Sanatogen to write to inform those interested in that wonderful medicine that in a couple of months' time it has cured me of all gouty trouble. Sanatogen has done me far more good than all the waters of Bath and Harrogate."

Ronald Sutherland Gower

Sir WILLIAM BULL, M.P., says:—

"Vancourt, King-street, Hammersmith, W.
 "I have much pleasure in stating that I consider your preparation, Sanatogen, is of decided value. It performs that which it promises to do, and I have recommended it to several friends."

William Bull

Mr. HALL CAINE, the celebrated Author and Dramatist, writes:—

"Whitehall Court, S.W.
 "My experience of Sanatogen has been that as a tonic nerve food it has on more than one occasion done me good."

Hall Caine

Sir JOHN HARE, the popular Actor, says:—

"75, Upper Berkeley-street, W.
 "I have found Sanatogen a most valuable tonic and stimulant during a period when I had to work very hard under conditions of great weakness and ill-health. I can heartily recommend it to those working under similarly distressing circumstances."

John Hare

Mr. MARSHALL HALL, the eminent K.C., writes:—

"3, Temple-gardens, London, E.C.
 "I think it only right to say that I have tried Sanatogen, and I believe it to be a most excellent food."

Marshall Hall

Space forbids mention of the many more very interesting autographs of people eminent in nearly every walk of life and their testimony contained in a dainty publication issued by the Sanatogen Co., under the title of "Autographs of Celebrities." All those interested should write for a copy, which will be forwarded gratis and post free on application to the Sanatogen Co., 12, Chenies Street, London, W.C., mentioning the "SOLICITORS' JOURNAL." Sanatogen, which, by the way, is the tonic food remedy used in the Royal Family, is sold by all chemists in tins from 1s. 9d. to 9s. 6d.

[ADVT.]

WARBURTON, SAMUEL, Rochdale, Music Seller Rochdale
Pet Jan 1 Ord Jan 1
WALTER, LEONARD, Tufnell Park rd, Holloway, Property
Dealer High Court Pet Dec 14 Ord Dec 31
WOLVERSON, HENRY, Wolverhampton Dudley Pet Dec 31
Dec 31

FIRST MEETING.

ATTENBOROUGH, JOHN EDMUND, Eastwood, Notts, Collier
Jan 14 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
AVERY, JOHN TOM, More, Wilts, Builder Jan 14 at 12.30
Off Rec, City chambers, Catherine st, Salisbury
BARRY, FRED, Boston, Lincoln, Political Agent Jan 31
at 12.15 Off Rec, 4 and 6, West st, Boston
BRANDON, FRANCIS EDWARD, Birmingham, Baker Jan 15
at 12 191, Corporation st, Birmingham
CRINE, T. J., Romford rd, Stratford, Draper Jan 14 at 11
Bankruptcy bldg, Carey st
DAVEY, ARTHUR GREGORY, Maidens, Newport, Mon. Deputy
Borough Engineer Jan 13 at 12 Off Rec, 144, Commercial
st, Newport, Non
DOCKRE, CHARLES, Birmingham, Fishmonger Jan 14 at
11.30 191, Corporation st, Birmingham
FOLEY, WILLIAM KNOX, Agnew st, Honor Oak Park Jan
14 at 12 Bankruptcy bldg, Carey st
FOSTER, WILLIAM LEWIS BATHMAN, MONT Ashby,
Northampton, Farmer Jan 13 at 11 Off Rec, Bridge
st, Northampton
FOSTER, DANIEL JOHN, Bridgend, Confectioner Jan 13 at 3
Off Rec, 117, St Mary st, Cardiff
GIBSON, JACOB WILLIAM, Studland, Dorset, Lodging
House Proprietor Jan 15 at 11.30 Messrs Curtis &
Sons' Office, 42, Station rd, Poole
GOODBY, ALBERT EDWARD, Birmingham, Electro Plate
Manufacturer Jan 14 at 12 Off Rec, 191, Corporation
st, Birmingham
HALL, WILLIAM HEWY, Woodhall Spa, Lincs, Blacksmith
Jan 14 at 12.30 Off Rec, 31, Silver st, Lincoln
HARDMAN, GEORGE EVELYN, Bransford, Worcester, Farmer
Jan 15 at 12 Off Rec, 11, Coppenhagen st, Worcester
HARDY, LEVI, Kegworth, Leicester, Builder Jan 15 at 12
Off Rec, 1, Berridge st, Leicester
HILL, HENRY, Birmingham, Grocer Jan 15 at 11.30 191,
Corporation st, Birmingham
HODSON, FREDERICK SPENCER, jun, Leeds, Working
Mechanic Jan 14 at 12 Off Rec, 24, Bond st, Leeds
HOPKINS, SAMUEL, H M Prison Stafford, Bricklayer Jan 16
at 11 Off Rec, Wolverhampton
HUDSON, ALBERT EDWARD, Ikenham, Uxbridge, Farmer
Jan 14 at 12 Off Rec, 1, St Aldates, Oxford
JASPER, JOHN, Wolverhampton, Baker Jan 13 at 11 Off Rec
Wolverhampton
JENKINS, JOHN, Treforest, Collier Jan 13 at 10.30 Off Rec,
Post Office chambers, Pontypridd
LAWRENCE, CHARLEY OSWALD, Peshaw, Durham, Corn
Merchant Jan 13 at 11 Off Rec, 3, Manor pl, Sunder-
land
MAT, WILLIAM, Leytonstone, Essex Jan 13 at 11 Bank-
ruptcy buildings, Carey st
MILNER, WILLIAM, Castle Hill, Hayton, nr Carlisle,
Farmer Jan 13 at 11 34, Fisher st, Carlisle
NOLAN, PETER, Altrincham, Cheshire Jan 13 at 3 Off Rec,
Elyon st, Manchester
PARKER, ALBERT HENRY, Ashfield, Chepstow, Mon, Steno-
grapher Jan 15 at 12 Off Rec, 144, Commercial st,
Newport, Mon
PARMEYER, CHARLES ALBERT, Shipley, Mercantile Agent
Jan 14 at 11 Off Rec, 12 Duke st, Bradford
ROSE, CHARLES ARTHUR, Slough, Club Proprietor Jan 14 at
12 14, Bedford row
REYNOLDS, HENRY, Crescent in, Clapham Park, Wine/Shipper
Jan 14 at 11 Bankruptcy bldg, Carey st
SCOTT, BURTON GEORGE, Dunstable, Beds, Hay Dealer Jan
15 at 12 Off Rec, Bridge st, Northampton
SHAVE, JOSEPH, Pransgrove, Christchurch, Hants, General
Dealer Jan 15 at 12 Messrs Curtis & Son's Office, 42,
Station rd, Poole
STEVENS, GEORGE, Forest Gate, Tailor Jan 13 at 12
Bankruptcy bldg, Carey st
STEVENS, GEORGE, Aberllynny, Mon, Electrical Engineer
Jan 13 at 11.30 Off Rec, 144, Commercial st, Newport,
Mon
TAYLOR, WILFRED EMMETT, Gillingham, Kent, Grocer Jan
15 at 12.15 115, High st, Rochester
TOWLE, FRED, BARTON on SORE, Leicester, Coal Dealer Jan
14 at 12 Off Rec, 1, Berridge st, Leicester
WEAVER, LEONARD, Tufnell Park rd, Holloway, Property
Dealer Jan 14 at 12 Bankruptcy bldg, Carey st

ADJUDICATIONS.

ALLISON, JAMES BOURNER, Burrowbridge, Somerset, School-
master Yeovil Pet Jan 1 Ord Jan 1
BLAIR, WILLIAM, jun, Haughton le Skerres, Durham,
Labourer Stockton on Tees Pet Dec 31 Ord Dec 31
BROOK, ALBERT HENRY, Sandown, J of W, Grocer New-
port and Ryde Pet Dec 30 Ord Dec 30
GARDNER, EDWARD, Ickleham, Sussex, Miller Hastings
Pet Dec 31 Ord Dec 31
GOULD, ARTHUR FREDERICK, Venmor, I of W, Stationer
Newport and Ryde Pet Dec 30 Ord Dec 30
HALL, WILLIAM HENRY, Woodhall Spa, Lincs, Blacksmith
Lincoln Pet Dec 31 Ord Dec 31
HEARN, BERTHA HERTON, Birehington, Kent, Publican
Canterbury Pet Jan 2 Ord Jan 2
HILL, WALTER, Tamworth, Staffs, Innskeeper Birmingham
Pet Dec 31 Ord Dec 31
HODSON, FREDERICK SPENCER, jun, Leeds, Working
Mechanic Leeds Pet Jan 1 Ord Jan 1
HOLT, WILLIAM, Shotton Colliery, Durham, Draper
Sunderland Pet Dec 17 Ord Dec 31
LAWRENCE, CHARLEY OSWALD, Peshaw, Durham, Corn
Merchant Durham Pet Dec 5 Ord Dec 31
PARK, ALBERT, Dover, Grocer Canterbury Pet Jan 2
Ord Jan 2
PARMEYER, CHARLES ALBERT, Shipley, Yorks, Mercantile
Agent Bradford Pet Dec 17 Ord Jan 2
ROSE, FRANCIS WALTER, Rowlands Castle, Hants, Iron-
monger Portsmouth Pet Dec 31 Ord Dec 31
SCOTT, BURTON GEORGE, Dunstable, Beds, Hay Dealer
Luton Pet Dec 30 Ord Jan 2
SEWELL, LOUIS, Hillsborough, Assoc Heath, Berks Kings-
ton, Surrey Pet Sept 3 Ord Dec 31
SHAVE, JOSEPH, Bransgrove, Christchurch, Hants, General
Dealer Poole Pet Dec 31 Ord Dec 31
SIMONS, SELIN LOUIS, Fryslands rd, Canonbury High Court
Pet Nov 16 Ord Dec 31
SMITH, F. A., High rd, Streatham, Tailor Wandsworth
Pet Nov 16 Ord Dec 31
STRACHY, GEORGE JOSEPH, Waltham Abbey, Baker
Edmonton Pet Dec 17 Ord Dec 31
TOWNSEND, LOUIS, ISARAT, Bridgewater pl, Umbrella
Manufacturer High Court Pet Dec 10 Ord Dec 31
TRELBARN, WILLIAM JOHN, Finsbury circus, Insurance
Broker High Court Pet Nov 17 Ord Dec 31
VOHMAN, ROBERT CHARLES, Deptford, Baker Greenwich
Pet Nov 30 Ord Dec 30
WALTERS, WILLIAM, Sketty, Swansea, Carpenter Swansea
Pet Jan 1 Ord Jan 1
WARBURTON, SAMUEL, Rochdale, Music Seller Rochdale
Pet Jan 1 Ord Jan 1
WATSON, IVAN MUGRAVE, Sloan at High Court Pet Nov
18 Ord Dec 31
WILLIAMS, JOHN EDWARD, Walthamstow, Painter High
Court Pet Nov 17 Ord Dec 31
WOLVERSON, HENRY, Wolverhampton Dudley Pet Dec 31
Ord Dec 31

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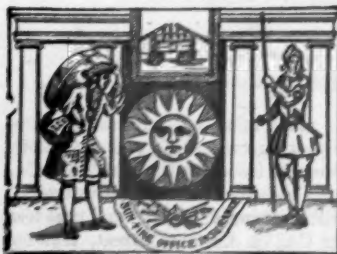
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